

# **REQUEST FOR PROPOSAL**

## **505-13-RR0002**

### **General Communications and Marketing Consultant Services Contract**

**There will be an optional pre-proposal conference for this solicitation.**

**May 6, 2013 at 10:00 a.m.**

**Vendor Registration:** In order to receive an award, the firm must be a registered vendor with 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.



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## Request for Proposal (RFP) Cover Sheet

RFP #: **505-13-RR0002**

Issue Date: **April 24, 2013**

Title: **General Communications and Marketing Consultant Services Contract**

Commodity Code: **91522 – Communications and Marketing Services  
91826 – Communications: Public Relations Consulting  
91876 – Marketing Consulting  
96153 – Marketing Services (Incl. Distribution, Research, Sales Promotion)**

Issuing Agency: **Commonwealth of Virginia  
Department of Rail and Public Transportation  
600 East Main Street, Suite 2102  
Richmond, VA 23219**

Initial Period of Contract: **Three years from date of award**

Proposals  
Will be received until: **May 20, 2013  
4:00 p.m.**

All inquiries must be  
directed in writing to: **Ashley Nusbaum, Procurement Officer  
ashley.nusbaum@drpt.virginia.gov**

**No proposal will be accepted after the closing date and time unless the closing date and time is modified by written addendum. Proposals must be sealed and mailed or hand delivered to the appropriate delivery address identified above.**

**In compliance with this RFP and all conditions imposed in this RFP, the undersigned firm offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.**

**Name and Address of Firm:**

_____	_____
_____	Date
_____	_____
_____	Signature in Ink
_____	_____
_____	Printed or Typed Name of Above
_____	_____
FEI/FIN Number	Phone
_____	_____
E-mail	Fax
_____	_____

**Note: An Optional Pre-Proposal Conference will be held on May 6, 2013 at 10:00 a.m. See Section VIII for more information.**

**Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses are encouraged to participate.**

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## **REQUEST FOR PROPOSAL**

### **General Communications and Marketing Consultant Services Contract**

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## **General Communications and Marketing Consultant (GCMC) Services Contract**

### **I. PURPOSE**

The Department of Rail and Public Transportation (DRPT), an agency of the Commonwealth of Virginia, is issuing this Request for Proposal (RFP) to solicit sealed proposals for the purchase of consultant services related to DRPT's marketing and communications needs. **It is the intent of DRPT to award to multiple qualified firms.**

### **II. CONTRACT AMOUNT AND TERM**

The initial contract term shall be for a period of three years, renewable for up to two successive one-year periods. The compensation of this contract is estimated to be \$5,000,000 (to be divided among qualified firms). The effective date of the contract will be determined at time of award.

### **III. BACKGROUND**

DRPT's communications and marketing activities promote transportation choices in Virginia, provide for public participation and feedback regarding the agency's activities, and communicate on the results achieved through investments in rail, transit and congestion management programs.

General activities include the development and execution of DRPT's internal and external communication strategies; public participation opportunities; the production of informative public events, materials and resources; the coordination of local/regional transportation and congestion management plans; conducting employer and community outreach for major transportation initiatives; marketing for commuter services; and the promotion of transportation choices to encourage the use of transit, carpooling, telework, freight and passenger rail services in Virginia.

### **IV. STATEMENT OF NEEDS**

The following functions to be provided relate to communication programs, projects and initiatives. The contractor shall furnish all labor, materials, etc. Services will be provided for DRPT's offices in Virginia and may cover any market in Virginia. Travel may be required for specific projects/events.

#### **A. Marketing Program**

- a.** Manage and/or expand marketing activities for programs operated by DRPT including but not limited to, Amtrak Virginia, Telework!VA and Try Transit Week. Activities may include the follow.
  - (i)** Campaign development
  - (ii)** Marketing and media planning
  - (iii)** Public relations, outreach and marketing support
  - (iv)** Develop and produce creative advertising
  - (v)** Brand management
  - (vi)** Develop partnerships, sponsorships and co-branding opportunities
  - (vii)** Recommend and provide support services for e-mail and web-based marketing
  - (viii)** Develop and implement educational strategies
  - (ix)** Maintain website updates
  - (x)** Develop and procure collateral materials
  - (xi)** Event planning
  - (xii)** Provide ongoing evaluation on effectiveness of marketing activities.

## **B. DRPT Study and Report Production**

- a. Design, draft copy for and manage the production of DRPT reports and publications including, but not limited to, the Annual Report, DRPT Business Plan, official reports, newsletters, brochures and fact sheets.
- b. Design and develop website content and materials for DRPT websites.
- c. Update DRPT's graphic standards, including potential updates to the color palette, fonts and templates for presentations, reports, display panels and other materials.
- d. Develop mailing lists and maintain contact lists for DRPT customers and stakeholder groups identified to receive DRPT publications.
- e. Other activities, as determined by DRPT.

## **C. DRPT Communication Initiatives**

- a. Conduct appropriate communications research, planning and development activities to support DRPT internal and external communication strategies.
- b. Identify and profile stakeholders and target audiences.
- c. Implement communication strategies as appropriate, including:
  - (i) Advertising
  - (ii) Creative Development and Branding
  - (iii) Community and Public Relations Programs
  - (iv) Public and Stakeholder Involvement/Outreach Programs
  - (v) Sales Promotion and Special Event Activities
  - (vi) Target Market/Community Outreach Programs
  - (vii) Training/Technical Assistance Programs
  - (viii) Marketing Research
- d. Develop communication plans for specific projects, including detailed timetables, public relations and outreach actions, and suggested media placement options, with the ability to provide a full range of communication materials for print, radio, television and internet outlets.
- e. Recommend, negotiate and place announcements in selected media within the program budget.
- f. Develop promotional materials for each outlet and ensure that materials are issued to the appropriate media according to the project timetable.
- g. Propose creative concepts for communication plan themes, draft and final copy, produce photography and video recordings as applicable, and develop the layout for all materials.
- h. Provide ancillary promotional services such as mailings and the creation/maintenance of mailing lists, in addition to the establishment of project hotlines and specialized websites as required.
- i. Provide all associated printing services for communication plan materials.
- j. Provide detailed evaluation of communication plans to highlight the results and effectiveness of each initiative or program.

## **D. Public Participation Program Support**

- a. Provide services to support the implementation of DRPT's annual public participation program for specific projects including, but not limited to:
  - (i) Develop public involvement plans for specific DRPT projects
  - (ii) Reserve space for and arranging the logistics for public meetings
  - (iii) Host and/or provide on-site staff support for public meetings as appropriate
  - (iv) Draft and place advertisements and other relevant public announcements for public meetings
  - (v) Develop handouts, presentations, video, audio and other support materials
  - (vi) Arrange for specialty services such as translators, court reporters and security

(vii) Compile public comments and producing public comment reports

**E. DRPT Brand Development**

- a. Develop a comprehensive set of graphic standards for DRPT to create a new cohesive and consistent overall presentation of DRPT.
- b. Develop elements including, but are not limited to, DRPT logo, color scheme, font, business card, envelope layout, presentation template, fax coversheet, report template, press release layout, media advisory layout and graphic standards manual.

**F. Promotional Items and Display Materials Development and Production**

- a. Provide DRPT with the ability to produce a full range of promotional items, to include DRPT logo items for internal and external audiences.
- b. Provide access to catalogues of items to choose from and manage the production process from the development of proofs to the delivery of materials.
- c. Provide access to general graphic design services to develop DRPT maps, posters, exhibit booth panels, signs and other display materials.
- d. Provide access to mapping services to include GIS mapping capability and the ability to produce folded paper maps, wall maps and interactive maps for use on websites. Maps should be formatted to also be used in PowerPoint presentations and reports.
- e. Provide access to printing services for the production of DRPT display materials in a variety of formats and materials including, but not limited to, magnetic display panels, foam core posters, transparencies and vinyl materials.
- f. Provide DRPT with the ability to acquire displays and display furnishings such as tabletop displays and modular booths, in addition to display pedestals, information desks, easels and other relevant display equipment.

**G. Media, Public Speaking and Communications Training**

- a. Provide access to a full range of media training, public speaking and/or communications training services for DRPT staff to include topics that focus on developing effective communication and presentation skills.
- b. Provide access to trainers for one-day sessions of in-person, specialized media training including specific DRPT message development, strategic preparation tools for interviews, individualized training to meet the needs of each attendee, at least two recorded on-camera interviews for playback and critique per attendee, role playing activities, video examples of interviews and other audio visual support materials to teach effective media relations. This strategy must be tailored to suit DRPT's media relations policy and business needs.  
After each media training session, provide a personalized approach and summary document for each attendee with individualized points to help that individual continue to improve after training is complete, as well as a DVD of the recorded interviews.
- c. Provide all materials necessary to carry out the services described above, including all audio visual equipment, camera equipment, lighting, recording and training materials.



## V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

### PROPOSED PROCUREMENT SCHEDULE:

Issue Date of RFP	April 24, 2013
Pre-Proposal Conference	May 6, 2013
Deadline for receipt of Proposals	May 20, 2013
Oral Presentations (if needed)	Week of June 3, 2013
Negotiations	Week of June 10, 2013
Proposed Contract Award	June 28, 2013
(Dependant upon timing of oral presentations)	

### GENERAL REQUIREMENTS

#### 1. RFP Response

The Offeror ("Offeror") is the firm submitting the proposal. In order to be considered for selection, Offerors must submit a complete sealed written response to this RFP. One original of each proposal and five copies, each of which are marked "Copy," must be submitted to DRPT in addition to one electronic version on a compact disc (CD).

Proprietary information must be clearly marked as proprietary prior to submittal. If the Offeror wishes to submit a version of the proposal that has proprietary information redacted, the redacted version must be submitted in electronic format on a CD and must redact all proprietary information. Section numbers which are redacted must be identified as follows: Example: Section 3, paragraph B: "Redacted." The Offeror is responsible for ensuring that the redacted version of the proposal is carefully edited, altered, and refined in order to protect and maintain complete confidentiality of protected information.

No other distribution of the written proposal shall be made by the Offeror.

The signed proposal must be returned in an envelope or package, sealed and identified as follows:

From: _____	05/20/13	4:00 p.m.
Name of Offeror	Due Date	Time
_____	505-13-RR0002	
Street or Box Number	RFP No.	
_____	GCMC Services Contract	
City, State, Zip Code	RFP Title	

Name of Procurement Officer **ASHLEY NUSBAUM**

Proposals must be received at the following location by May 20, 2013 at 4:00 p.m.

Ashley Nusbaum  
Commonwealth of Virginia  
Department of Rail and Public Transportation  
600 East Main Street, Suite 2102  
Richmond, VA 23219

In addition, the Offeror may be required to make a subsequent oral presentation detailing how the Offeror would approach the specific program objectives outlined in the Statement of Needs.

All inquiries for information must be directed in writing to Ashley Nusbaum, Procurement Officer at [ashley.nusbaum@drpt.virginia.gov](mailto:ashley.nusbaum@drpt.virginia.gov). No questions will be answered by phone or verbally. All questions must be received by May 13, 2013.

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

## **2. Written Proposal Preparation**

- A.** Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in DRPT 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 DRPT at its discretion.
- B.** Proposals must be organized in the order in which the requirements are presented in the RFP. All pages of the proposal must be numbered. Each section in the proposal must reference, by requirement section and subsection, the corresponding section of the RFP. It is also helpful to repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the requirement section and subsection must be repeated at the top of the next page. The proposal must 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 must 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.

- C.** Proposals should be prepared simply and economically, providing straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each copy of the proposal must be in a single volume where practical. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired. **No proposal, in its entirety, should exceed 100 pages one-sided.**

## **SPECIFIC PROPOSAL REQUIREMENTS**

Proposals must be as thorough and detailed as possible so that DRPT may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items in order for their proposal to be considered complete.

Proposals shall be binding upon the Offeror for 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 DRPT to provide status information during the selection process.

**RFP Cover Sheet** – The RFP Cover Sheet which is page three of this RFP shall be completely filled out and signed as required.

**State Corporation Commission (SCC) Identification Number** – See Attachment B - Special Terms and Conditions for the SCC Identification Number reporting requirement.

**Tab 1 Understanding of Work and Plan for Providing Services** – The Offeror must provide a detailed description of its understanding of the services to be provided with descriptions of the approach and procedures employed on similar projects elsewhere. The Offeror must describe the process it will follow to respond to a specific purchase order request from DRPT. The Offeror must also describe the management procedures it will follow to oversee work by its personnel and work by subcontractors on multiple purchase orders simultaneously.

**Tab 2 Experience and Qualifications** – The Offeror must describe the skills and qualifications it has available to perform the various types of tasks described in the Statement of Needs. The key personnel who could be assigned to these various tasks must be identified. The Offeror must demonstrate that it has sufficient personnel with the various types of skills needed to staff the purchase orders when needed. The Offeror shall provide all of the following information concerning its company, subcontractor and personnel qualifications.

- A.** A detailed statement indicating the organizational structure under which the firm proposes to conduct business. If more than one firm is involved in this project, state the type of arrangement between the firms and the percentage of work to be performed by each.
- B.** A list of the key personnel including subcontractors who could be assigned to the various tasks identified. Give the relevant experience record of each and include resumes and any certifications.
- C.** A list of references to include name, address, telephone number, email address, project, and dollar amount of project.
- D.** A Certificate of Insurance with at least the minimum amount of coverage cited in the Insurance clause in Attachment A - Required General Terms and Conditions of the RFP.

**Tab 3 Virginia Department of Minority Business Enterprise (DMBE) Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses (SWAM) Participation** – The Offeror shall indicate the percentage of DMBE SWAM participation and specify the types of work to be performed by DMBE SWAM subcontractors. In order to be considered for the selection of this RFP, the Offeror must include Attachment C - Small Business Subcontracting Plan in each copy of the proposal.

- A.** If the Offeror on the contract is a DMBE-certified small business, the Offeror shall indicate such in Section A of Attachment C. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small-business certification.
- B.** If the Offeror is not a DMBE-certified small business, the Offeror is required to identify the portions of the contract the Offeror plans to subcontract to DMBE-certified small business by completing and returning Section B of Attachment C.

All DMBE SWAM Offerors or subcontractors must be certified with DMBE. If the Offeror or subcontractor is not certified, they must demonstrate that they are eligible to be certified, and must receive such certification prior to the solicitation due date. DMBE can be contacted at (804) 786-5560.

The DMBE SWAM goal for this contract is 15 percent. If the prime Offeror is DMBE SWAM certified, they will receive full credit for planned involvement.

**Tab 4 Contact Person** – The primary Offeror must identify the name, telephone number and e-mail address for the contact person who will be responsible for coordinating the efforts and personnel of all parties and/or subcontractor involved in the proposal.

**Tab 5 Staffing and Pricing Plan** – Offerors shall identify all staff positions by person and **actual** hourly rates (base rate, overhead and profit listed separately along with the total rate) in Attachment D - Price Schedule for the seven potential services described in the Statement of Needs, and listed pursuant to Tab 2 to be fully loaded with all direct salaries and general overhead. Rates cannot be based on a cost plus percentage of cost per §2.2-4331, Code of Virginia. Final pricing/rates will be addressed in the negotiation phase. Transportation costs, travel, and per diem rates must not be included in determining the fixed billable hourly rates. Proposals must provide for a diversity of team members and hourly rates, given the varied nature of the potential work assignments under this contract.

## **VI. EVALUATION AND AWARD CRITERIA**

**A. EVALUATION CRITERIA** - Multiple Offerors will be qualified and selected by DRPT's Selection Committee as a GCMC based on the following weighted criteria:

<u>FOR SERVICES</u>	<u>POINT VALUE</u>
1. Qualifications and experience of Offeror staff to be assigned to perform the services	50 points
2. Commitment to DMBE SWAM Utilization	20 points
3. Specific plans or methodology to be used to perform services	15 points
4. Price	15 points
Total Points	100 points

**B AWARD TO MULTIPLE OFFERORS** - DRPT reserves the right to make multiple awards as a result of this solicitation. Selection shall be made of multiple Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the RFP. Negotiations shall be conducted with the Offerors selected. After negotiations have been conducted with each Offeror selected, the agency shall select the Offerors, which, in its opinion, have made the best proposal and shall award the contract to those Offerors. Should DRPT 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.

**C. AWARD DOCUMENTS AND CANCELLATION** - The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and of the Offeror's proposal as negotiated. In the event there is a conflict between the Offeror's proposal and the requirements, terms, and conditions of the solicitation, the requirements, terms, and conditions of the solicitation shall apply.

DRPT may cancel this RFP 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* § 2.2-4359(D).)

**D. 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, DRPT reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.

## **VII. REPORTING AND DELIVERY REQUIREMENTS**

**A. TASK ORDERS** - Work associated with this contract must be conducted within an approved task order for which a purchase order will be issued and authorized by the DRPT Procurement Officer. No work is authorized to begin until a purchase order has been issued through eVA. The Offeror and DRPT are expected to negotiate the scope, budget, schedule and deliverables for each task and the manner in which payment will be made. The payment method must be agreed to and documented within the task order. The Offeror is fully expected to strictly adhere to the mutually agreed upon levels of effort and costs and complete the scope of work within the agreed upon budget and schedule. The Offeror will not be compensated for unauthorized work performed outside the approved scope of work.

- a. Fully loaded fixed hourly rates proposed and accepted via the Offeror's initial response to the RFP and included in any negotiated Offeror responses may be used in individual task orders; however, the total quantity of hours, the job category, and the related project work plans for any work efforts may be subject to negotiations.
- b. To provide the most flexibility in work assignments, task orders may be issued as fixed price task orders or time and materials (fixed billable hourly rates) task orders. Task orders may have a combination of attributes listed above.
- c. Fixed price task order project work plans approved by DRPT, a task order may be required to specify the maximum hours allowed by job category.
- d. Reimbursement for travel (mileage, meals or lodging) and non-salary direct costs are not allowed, unless approved in writing, in advance, as part of a task order. In those cases where travel allowance and non-salary direct costs are authorized, reimbursement shall be in accordance with the Commonwealth's Travel Guidelines in effect at the time of travel. The Travel Guidelines can be found on the Virginia Department of Accounts website at: [http://www.doa.virginia.gov/Admin\\_Services/CAPP/CAPP\\_Topics/20335-2011.pdf](http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335-2011.pdf).

**B. TASK ORDER SCHEDULE** - The Offeror is required to develop a detailed task schedule as part of the task order. Once task order activities have been defined at the time of task order initiation, their relationships shall be identified, start and end dates set, and budget controls established. At the sole discretion of DRPT, the task order completion date may be extended past the originally agreed upon completion date. Extension requests must be sent to the DRPT Procurement Officer and Program Manager no later than 30 days before the original completion date.

**C. PROGRESS REPORTS** – Offerors must meet all due dates on all tasks assigned. To provide feedback to DRPT concerning this requirement, the Offeror shall submit monthly progress reports providing detailed information on the status of the work effort on each of the various project tasks. The progress reports shall include total authorized funds and expended funds to date. It shall summarize all work efforts in the reporting period including personnel and hourly utilization. It shall also discuss any anticipated difficulties and proposed resolution.

**D. SWAM AND OTHER REPORTING REQUIREMENTS** – See Attachment B - Special Terms and Conditions for additional reporting requirements.

Quarterly Reporting Schedule

QUARTER	REPORTING PERIOD	DATE DUE TO PROCUREMENT OFFICER*
1 <sup>st</sup>	July 1 – September 30	October 15
2 <sup>nd</sup>	October 1 – December 31	January 15
3 <sup>rd</sup>	January 1 – March 31	April 15
4 <sup>th</sup>	April 1 – June 30	July 15

\*Next business day if 15<sup>th</sup> of the month is a weekend or holiday

**E. MEETINGS AND REVIEWS** - DRPT may hold an initial conference with the Offeror at a place and time selected by DRPT for the purpose of reviewing the Offeror's schedules, procedures, methods, and to clarify any ambiguities that may then exist. The Offeror's Principal Officer and others requested by DRPT shall attend the conference. DRPT may request additional reviews during the contract period to evaluate vendor performance and provide feedback.

**VIII. OPTIONAL PRE-PROPOSAL CONFERENCE** - An optional pre-proposal conference will be held on **May 6, 2013 at 10:00 a.m.** at the State Corporation Commission (SCC), 1300 E. Main Street, 2<sup>nd</sup> Floor Courtroom "A" Richmond, Virginia 23219. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. The telephone number for directions to the conference location is 804-786-4440.

While attendance at this pre-proposal conference is not required in order to submit a response to this solicitation, attendance is strongly recommended.

Each firm should bring a copy of the solicitation. Any changes resulting from this conference will be issued as a written addendum to the RFP.

**IX. ATTACHMENTS**

Attachment A - Required General Terms and Conditions (**Do not return with proposal**)

Attachment B - Special Terms and Conditions (**Do not return with proposal**)

Attachment C - Department of Minority Business Enterprise (DMBE) Small Business Subcontracting Plan (**Return with proposal**)

Attachment D - Price Schedule (**Return with proposal**)

Attachment E - Quarterly SWAM Report (**Do not return with proposal**)

Attachment F - Agencies Funded by DRPT (**Do not return with proposal**)

Attachment G - Report of Orders Received From Additional Users (**Do not return with proposal**)

Attachment H - Disadvantaged Business Enterprises (DBE) Subcontractor Report (**Return with proposal**)

Attachment I - State Corporation Commission Form (**Return with proposal**)

**X. REQUIRED GENERAL TERMS AND CONDITIONS** - Please see Attachment A - Required General Terms and Conditions.

**XI. SPECIAL TERMS AND CONDITIONS** - Please see Attachment B - Special Terms and Conditions.

## Attachment A

### REQUIRED GENERAL TERMS AND CONDITIONS

**1. VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's *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.eva.virginia.gov](http://www.eva.virginia.gov) under Vendors Manual on the vendors tab.

**2. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation concerning it shall be brought in the courts of the Commonwealth. The agency and the Offeror 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 Offeror shall comply with applicable federal, state and local laws, rules and regulations.

**3. ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (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* § 2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

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

1. The Offeror 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 Offeror. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

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

**4. ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and 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.

**5. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Department of Rail and Public Transportation (DRPT), the Offeror certifies that the Offeror 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.

**6. DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

**7. ANTITRUST:** By entering into a contract, the Offeror conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the Commonwealth of Virginia under said contract.

**8. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, DRPT reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal.

**9. CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror must contact the DRPT Procurement Officer 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 DRPT Procurement Officer.

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## 10. PAYMENT:

### A. To Prime Offeror:

1. Invoices for items ordered, delivered and accepted by DRPT shall be submitted monthly by the Offeror directly to the payment address shown on the purchase order. All invoices shall show the DRPT contract number, eVA purchase request number; social security number (for individual Offerors) or the federal employer identification number (for proprietorships, partnerships, and corporations), a detailed list of any products delivered, and all applicable tasks for which payment is being requested.
2. Payment will be made (in accordance with the Virginia Prompt Payment Act) within 30 days after receipt of valid invoice and verification of satisfactory goods received and/or completion of work. 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. Final invoices shall be submitted within 90 days after the end date of the task order. As negotiated within the contract, payments may be reduced for retainage until the satisfactory completion of each task.
3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Offeror at the contract price, regardless of which public agency is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
5. Unreasonable Charges – Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Offerors 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, DRPT shall promptly notify the Offeror, in writing, as to those charges which it considers unreasonable and the basis for the determination. An Offeror may not institute legal action unless a settlement cannot be reached within 30 days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

### B. To Subcontractors:

1. An Offeror awarded a contract under this solicitation is hereby obligated:
  - a. To pay subcontractors within seven days of the Offeror's receipt of payment from DRPT for the proportionate share of the payment received for work performed by the subcontractors under the contract; or
  - b. To notify DRPT and the subcontractors, in writing, of the Offeror's intention to withhold payment and the reason.
2. The Offeror is obligated to pay subcontractors interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Offeror that remain unpaid seven days following receipt of payment from DRPT, except for amounts withheld as stated

in (b) above. The date of mailing of any payment by U.S. Mail is deemed to be the payment date to the addressee. These provisions apply to each subcontractor performing under the primary contract. An Offeror's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of DRPT.

3. Each prime Offeror who wins an award in which provision of a SWAM procurement plan is a condition of award, shall deliver to DRPT, 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 DRPT or other appropriate penalties may be assessed in lieu of withholding such payment.
4. DRPT encourages Offerors and subcontractors to accept electronic and credit card payments.

**11. PRECEDENCE OF TERMS:** Paragraphs 1-10 of these General Terms and Conditions 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.

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

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

**14. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Offeror in whole or in part without the written consent of DRPT.

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

- A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- B. DRPT may order changes within the general scope of the contract at any time by written notice to the Offeror. 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 Offeror shall comply with the notice upon receipt. The Offeror shall be compensated for any additional costs incurred as the result of such order and shall give DRPT a credit for any savings. Said compensation shall be determined by one of the following methods:
  1. By mutual agreement between the parties in writing; or
  2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Offeror accounts for the number of units of work performed, subject to DRPT's right to audit the Offeror's records and/or to determine the correct number of units independently; or

3. By ordering the Offeror to proceed with the work and to 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 Offeror shall present DRPT with all vouchers and records of expenses incurred and savings realized. DRPT shall have the right to audit the records of the Offeror 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 DRPT within 30 days from the date of receipt of the written order from DRPT. 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's *Vendors Manual*. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Offeror from promptly complying with the changes ordered by DRPT with the performance of the contract generally.

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

**17. 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. The Offeror further certifies that the Offeror and any subcontractor will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:**

- A. Worker's Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Offerors who fail to notify DRPT 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.
- B. Employer's Liability: \$100,000.
- C. 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.
- D. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

**18. ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, DRPT will publicly post such notice on the Department of General Services/Department of Purchases and Supply (DGS/DPS) eVA Virginia Business Opportunities (VBO) website ([www.eva.virginia.gov](http://www.eva.virginia.gov)) and the DRPT website ([www.drpt.virginia.gov](http://www.drpt.virginia.gov)) for a minimum of 10 days.

**19. DRUG-FREE WORKPLACE:** During the performance of this contract, the Offeror agrees to (i) provide a drug-free workplace for the Offeror'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 Offeror'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 Offeror that the Offeror 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 an Offeror, 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.

**20. NON-DISCRIMINATION OF OFFERORS:** An Offeror, or Offeror 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 DRPT 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 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.

**21. eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://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 DRPT 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 and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: 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: 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.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is one percent, capped at a maximum of \$500 per order,
- b. For orders issued August 16, 2006 through June 30, 2011, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: one percent, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: one percent capped at \$1,500 per order.
- c. For orders issued July 1, 2011 through June 30, 2013, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 0.75 percent, capped at \$500 per order.

- (ii) Businesses that are not DMBE-certified Small Businesses: 0.75 percent, capped at \$1,500 per order.
- d. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: one percent, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: one percent, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

**22. 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.

**23. 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 DMBE. This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification. For purposes of award, Offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of proposals.

**24. OFFER PRICE CURRENCY:** Unless stated otherwise in the solicitation, Offerors shall state offer prices in US dollars.

**25. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** An Offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

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## ATTACHMENT B

### SPECIAL TERMS AND CONDITIONS

**1. CHANGES TO THE RATES ON THE PRICE SCHEDULE:** Rates may be revised by mutual agreement of the Department of Rail and Public Transportation (DRPT) and the Offeror 60 days prior to the renewal periods starting date. If DRPT elects to exercise the option to revise rates for the two one-year renewal periods the contract prices for the increase shall not exceed the contract prices stated for the third year of the original contract increased/decreased by more than the percentage increase/decrease of the Services Category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest 12 months for which statistics are available. The Offeror shall convey in writing its request to raise/lower prices to DRPT no later than 60 days prior to the renewal periods starting date. Applications for price increases shall be substantiated in writing with the request. DRPT shall have sole discretion in its decision to allow price increases.

**2. RENEWAL OF CONTRACT:** This contract may be renewed upon written agreement of both parties for two successive one-year periods, under the terms of the current contract, at approximately 60 days prior to the expiration.

**3. CANCELLATION OF CONTRACT:** DRPT reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Offeror. After the initial three-year contract period, the resulting contract may be terminated by either party, without penalty, upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Offeror of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.

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

**5. KEY PERSONNEL/SUBCONTRACTOR:** People identified in terms of this RFP as “key personnel” who will work on the service contract, must continue to work on this contract for its duration so long as they continue to be employed by the Offeror unless removed from work on the contract with the consent of DRPT. DRPT reserves the right to approve any personnel or subcontractor proposed for the work described in this RFP and/or any subsequent purchase order resulting from this RFP. DRPT will provide written justification to the Offeror when approval is not granted. DRPT will provide the Offeror with copies of all written approvals.

**6. PRIME OFFEROR RESPONSIBILITIES FOR SUBCONTRACTS:** No portion of the work shall be subcontracted with a subcontractor not already included on the contract without a prior request from the Offeror and written consent of the DRPT Procurement Officer. In the event that the Offeror desires to subcontract some part of the work specified herein, the Offeror shall furnish the Procurement Officer and Program Manager with the names, qualifications and experience of their proposed subcontractors. The Offeror shall, however, remain fully liable and responsible for the work to be done by its subcontractors and shall assure compliance with all requirements of the contract.

**7. ADDITIONAL USERS OF CONTRACT:** This procurement is being conducted on behalf of all agencies/facilities within the Transportation Secretariat and on behalf of grantees of DRPT who are listed on Attachment F – Agencies Funded by DRPT. Grantees may be added or deleted at anytime during the period of the contract only by written contract modification issued by DRPT. Such modification shall name the specific grantee added or deleted and the effective date. The Offeror shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

**8. REPORT OF ORDERS RECEIVED FROM ADDITIONAL USERS:** The Offeror shall provide Attachment G - Report of Orders Received from Additional Users to DRPT quarterly. This report shall reflect orders received from additional users on the contract for the respective quarter. The Offeror must remit the report within 15 days after the end of each quarterly calendar reporting period even if there was no activity.

**9. SMALL BUSINESS SUBCONTRACTING PLAN AND EVIDENCE OF COMPLIANCE:**

Each prime Offeror who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to DRPT 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. The Offeror shall use Attachment E - Quarterly SWAM Report or other form approved by DRPT to report amounts paid to SWAM businesses on a quarterly basis as well as paid to date. Said attachment or other approved form shall be submitted by the 15<sup>th</sup> of the month for the prior month to Ashley Nusbaum, Procurement Officer, at [ashley.nusbaum@drpt.virginia.gov](mailto:ashley.nusbaum@drpt.virginia.gov). When such business has been subcontracted to these firms and upon completion of the contract, the Offeror 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 may be withheld until compliance with the plan is received and confirmed by the agency or institution. DRPT reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

**10. DISADVANTAGED BUSINESS ENTERPRISES (DBE) SUBCONTRACTOR REPORT:** The Offeror shall provide to DRPT quarterly Attachment H - DBE Subcontractor Report. This report shall reflect DBE related information on subcontractors utilized on the contract. The Offeror must remit the report within 15 days after the end of each quarterly calendar reporting period.

**11. APPROPRIATE LICENSURE, CERTIFICATIONS, AND/OR CREDENTIALS:** The Offeror must submit copies of appropriate licensure, certifications, and/or credentials subsequently upon award and as requested by DRPT.

**12. CLAIMS:** The Offeror shall be responsible for all damage and expense to person or property caused by its negligent activities including, without limitation, those which it chooses to deliver through its subcontractors, agents or employees, in connection with the services required under this Agreement. Further, it is expressly understood that the Offeror shall defend and hold harmless the Commonwealth of Virginia, DRPT, its officers, agents, employees and any other authorized users from and against any and all damages, claims, suits, judgments, expenses, actions, and costs of every name and description caused by any negligent act or omission in the performance by the Offeror, including, without limitation, those which it chooses to deliver through its subcontractors, agents or employees, of the services under this Agreement.

**13. CONTRACTUAL CLAIMS AND DISPUTES:** Contractual claims arising after final payment shall be governed by § 2.2-4363(A) of the *Code of Virginia*. Claims shall be submitted to the Director of DRPT who will render a decision within 30 days. Contractual disputes arising during the course of performance shall be submitted to the CFO of DRPT who will make a decision in 30 working days, which will be final. Vendors will not be precluded from filing a claim at the conclusion of performance as a result of the decision made during the course of contract performance.

**14. ADVERTISEMENT:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to DRPT will be used in product literature. The Offeror shall not state in any of its advertising or product literature that DRPT has purchased or uses any of its products or services, and the Offeror shall not include DRPT in any client list in advertising and promotional materials.



**15. INTELLECTUAL PROPERTY RIGHTS:** DRPT shall have exclusive rights to all data and intellectual property generated in the course of the project. Intellectual property includes all inventions subject to the United States (U.S.) Patent System. This shall be inclusive but not limited to, new processes, materials, compounds and chemicals, and all creations subject to the U.S. Copyright Act of 1976, as amended, including but not limited to printed material, software, drawings, blueprints, and compilations such as electronic databases. Furthermore, DRPT shall have all rights, title, and interest in or to any invention reduced to practice pursuant to a resulting contract. Proposals shall 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.

All copyright material created pursuant to this contract shall be considered work made for hire and shall belong exclusively to DRPT. Neither DRPT, nor the Offeror intends 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 Offeror agrees to assign and does hereby irrevocably assign its copyright interest therein to DRPT. DRPT may reasonably request documents required for the purpose of acknowledging or implementing such assignment.

The Offeror warrants that no individual, other than regular employees and subcontractors of the Offeror, DRPT regular employees, agents, or assigns or additional users, while working within the scope of their employment or contracted duty, shall participate in the creation of any intellectual property pursuant to the contract. If this situation should arise, such individual and his or her employer, if any, must agree in writing to assign the intellectual property rights, as described herein, for work performed under this contract to DRPT either directly or through the Offeror.

DRPT shall have all rights, title and interest in or to any invention reduced to practice pursuant to this contract. The Offeror shall not patent any invention conceived in the course of performing this contract. The Offeror hereby agrees that, notwithstanding anything else in this contract, in the event of any breach of this contract by DRPT, the remedies of the Offeror shall not include any right to rescind or otherwise revoke or invalidate the provisions of this section. Similarly, no termination of this contract by DRPT shall have the effect of rescinding the provisions of this section.

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

Copyright or pre-existing work of the Offeror shall remain the property of the Offeror. The Offeror grants to DRPT 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 DRPT pursuant to this section.

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

The Offeror shall grant DRPT license to use all software developed by the Offeror under this contract in other applications within Virginia as DRPT sees fit. Should the Offeror desire to re-use software developed under this contract for other projects (both DRPT contracts and others), DRPT must be notified in writing 60 days prior to such use. Furthermore, DRPT shall be justly compensated for the re-use of such software.

Compensation shall be negotiated and agreed upon prior to DRPT releasing software rights. Typically, DRPT prefers increased software capabilities and/or functionality instead of monetary compensation.

**16. PATENT RIGHTS:** If any invention, improvement or discovery of the Offeror or any of its subcontractors is conceived or first actually reduced to practice in the course of or under this project which invention, improvement or discovery may be patentable under the Patent Laws of the United States of America or any foreign country, the Offeror shall immediately notify DRPT and provide a detailed report. The rights and responsibilities of the Offeror, its subcontractors, and DRPT with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies, and waivers thereof.

**17. PROTECTION OF PERSONS AND PROPERTY:**

- A. The Offeror expressly undertakes, both directly and through its subcontractors, to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the Offeror's operation in connection with the work.
- B. The Offeror shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- C. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.
- D. The Offeror shall continuously maintain adequate protection of all work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. The Offeror should make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. The Offeror shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. The Offeror shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authorities, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.
- E. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the Offeror, without special instruction or authorization from the owner, shall act, at its discretion, to prevent such threatened loss or injury. Also, should the Offeror, to prevent threatened loss or injury, be instructed or authorized to act by the owner, the Offeror shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Offeror on account of any emergency work shall be determined as provided by Attachment A – Required General Terms and Conditions.

**18. MANNER OF CONDUCTING WORK AT JOB SITE:** All work shall be performed according to the industry standards and to the complete satisfaction of DRPT.

- A. The Offeror shall be responsible for the conduct of all personnel while at the job site. All personnel involved with the work shall obey all rules and regulations of DRPT.
- B. Sexual harassment of any employee, DRPT or Offeror, will not be tolerated and is to be reported immediately to the DRPT Program Manager.

All work to be conducted by the Offeror in any facility shall be coordinated in advance with the DRPT Program Manager. If applicable, the Offeror shall coordinate his/her work efforts with other existing

Offeror/agency work efforts through the DRPT Program Manager. All Offeror work shall take place on non-holiday weekdays between the hours of 8:00 A.M. and 5:00 P.M, unless otherwise approved by the DRPT Program Manager.

**19. POLICY OF EQUAL EMPLOYMENT:** DRPT is an equal opportunity/affirmative action employer. DRPT encourages all vendors to establish and maintain a policy to ensure equal opportunity employment.

**20. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, § 2.2-4311.2(B), an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information Attachment I – SCC Form. Offeror agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation Attachment I - SCC Form) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Offeror's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Offeror as demonstrating compliance.

**21. CONTINUITY OF SERVICES:**

A. The Offeror recognizes that the services under this contract are vital to DRPT and must be continued without interruption and that, upon contract expiration, a successor, either DRPT or another contractor, may continue them. The Offeror agrees:

- a. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- b. To make all DRPT owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
- c. That the DRPT Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Offeror to its successor.

B. The Offeror shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to 90 days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.

C. The Offeror shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.

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## ATTACHMENT C

### DEPARTMENT OF MINORITY BUSINESS ENTERPRISE (DMBE) SMALL BUSINESS SUBCONTRACTING PLAN

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

#### Definitions

**"Small business"** means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

(Code of Virginia, § 2.2-4310)

**"Women-owned business"** means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, 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 U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

(Code of Virginia, § 2.2-4310)

**"Minority-owned business"** means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, 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 who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

(Code of Virginia, § 2.2-4310)

**Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

#### Instructions

A. If the Offeror is certified by DMBE as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned If the Offeror is certified by 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 the Offeror is not a DMBE-certified small business, complete Section B of this form. For the offer to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in Section B.

**Section A**

If the Offeror is certified by DMBE, the Offeror is certified as a (check only one below):

\_\_\_\_\_ Small Business

\_\_\_\_\_ Small and Women-owned Business

\_\_\_\_\_ Small and Minority-owned Business

Certification Number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

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**Section B**

Populate the table below to show the firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall include DMBE-certified women-owned and DMBE-certified minority-owned businesses that meet the small business definition and 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**

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

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## Attachment D

### Price Schedule

<b>Labor Category &amp; Name*</b> <b>(Change/add categories as necessary)</b>	<b>Direct Actual Hourly Rate</b>	<b>Overhead Rate</b>	<b>Profit</b>	<b>Total Fixed Rate</b>
Project Manager – John Doe	\$115	\$45	\$20	\$180

Note: See Tab 5 – Staff and Pricing Plan for instruction on Attachment D – Price Schedule.

\* Employee names must be removed in the redacted version of the proposal.

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## Quarterly SWAM Report

PRIME CONTRACTOR NAME  
CONTACT NAME  
TITLE/POSITION  
CONTRACTOR ADDRESS  
CONTRACTOR PHONE NUMBER  
EMAIL


MONTH/YEAR  
DATE SUBMITTED


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## ATTACHMENT F

### Agencies Funded by DRPT

A Grace Place Adult Care Center  
Accomack Northampton TDC  
Adult Care Service  
Adult Day Care of Martinsville and Henry Counties  
Alexandria Transit  
American Emergency Vehicles  
American Red Cross  
Appalachian Agency for Senior Citizens  
ARC of Greater Prince William  
Arc of the Virginia Peninsula  
Arlington County  
Bay Aging, Inc.  
Bedford County  
Beth Shalom Home  
Blacksburg Transit  
Blue Ridge Opportunity Services  
Bon Secours Senior Health  
Bristol Virginia Transit  
Buchanan County Transportation  
CAPUP  
Central Shenandoah Planning District Commission  
Central Virginia Area Agency on Aging, Inc.  
Chesapeake Service Systems  
Chesterfield Community Services Board  
Chesterfield County  
City of Alexandria  
City of Bristol, Tennessee  
City of Charlottesville  
City of Danville  
City of Fairfax  
City of Falls Church  
City of Fredericksburg  
City of Harrisonburg  
City of Kingsport  
City of Lynchburg  
City of Martinsville  
City of Radford  
City of Richmond  
City of Staunton  
City of Virginia Beach  
City of Williamsburg  
Community Association for Rural Transportation, Inc.  
Community Transportation Association of Virginia  
Crater District Area Agency On Aging /FGP  
Crater Planning District Commission  
Crossroads Community Services  
Cumberland County  
Daily Planet Health Care for Homeless  
Danville City Parks and Recreation Department  
Danville-Pittsylvania Community Services  
Dickenson County Transportation  
Northern Virginia Regional Commission  
PARC Workshop, Inc.  
Peninsula Agency on Aging  
Petersburg Area Transit  
District III Public Transit  
Dulles Area Transportation Association  
Eastern Shore Community Services Board  
ECHO.INC  
ElderHomes Corporation  
ESAAA/CAA  
Essex County  
Fairfax County  
Farmville Area Bus  
Friendship Industries, Inc.  
George Washington Regional Commission  
Giles Health & Family Center  
Gloucester County  
Goochland Fellowship and Family Service  
Goodwill Industries of the Valleys  
Grafton School, Inc.  
Greater Lynchburg Transit Company  
Greater Richmond Transit Company  
Greater Roanoke Transit Company  
Greene County  
Greensville Adult Activity Services  
Hampton Roads Planning District Commission  
Hampton-Newport News Community Services Board  
Hanover Community Services  
Henrico Area MH/MR Services  
Historic Triangle Senior Center  
Hope House Foundation  
Hopewell Redevelopment and Housing Authority  
Intelligent Transportation Society of Virginia  
James City County  
JAUNT, Inc.  
Jewish Community Center of Northern Virginia  
Junction Center for Independent Living  
Lake Country Area Agency on Aging  
Loudoun County  
Lynchburg Community Action Group, Inc.  
Metropolitan Washington Airports Authority  
Metropolitan Washington Council of Governments  
Middle Peninsula Planning District Commission  
Middle Peninsula-Northern Neck CSB  
Montgomery County  
Mount Rogers Community Services Board  
Mountain Empire Older Citizens  
New River Valley Community Services Board  
New River Valley Planning District Commission  
New River Valley Senior Services - Pulaski Area Transit  
Northern Neck Planning District Commission  
Northern Shenandoah Valley Regional Commission  
Northern Virginia Transportation Commission  
Northwestern Community Services Board  
NuRide, Inc.  
Sussex-Greensville-Emporia Adult Activity Services  
Tazewell County  
The Arc of Central Virginia  
The Arc of Greater Prince William

Piedmont Community Services Board	The Arc of Harrisonburg/Rockingham
Pleasant View, Inc.	Thomas Jefferson Planning District Commission
Portco, Inc.	Town of Altavista
Potomac and Rappahannock Transportation Commission	Town of Ashland
Prince William County	Town of Blackstone
Quin Rivers Agency for Community Action, Inc.	Town of Bluefield - Graham Transit
Rappahannock Area Agency on Aging	Town of Chincoteague
Rappahannock Area Community Services Board	Town of Haymarket
Rappahannock-Rapidan Area Agency on Aging	Town of Herndon
Rappahannock-Rapidan Community Services Board	Town of Kenbridge
Rappahannock-Rapidan Planning District Commission	Town of Orange
Resort Area Transportation Management Association	Town of Purcellville
Richmond Area ARC	Town of South Hill
Richmond Community Action Program	Town of Victoria
Richmond Planning District Commission	Town of Warrenton
Richmond Redevelopment and Housing Authority	Town of West Point
Richmond Residential Services	Transportation District Commission of Hampton Roads
Ridefinders	Tysons Transportation Association, Inc.
Roanoke County	UHSTS, Inc. - RADAR
Roanoke Valley-Alleghany Regional Commission	Valley Program for Aging Services, Inc.
Rockbridge Area Community Services Board	Vector Industries, Inc.
Rockbridge Area Occupational Center, Inc.	Virginia Port Authority
Rockbridge Area Transportation System, Inc.	Virginia Rail Policy Institute
Rockbridge County	Virginia Regional Transportation Association
Rockingham County	Virginia Transit Association
Russell County Public Transportation	Virginias Region 2000 Local Government Council
Senior Services of Southeastern Virginia	West Piedmont Planning District Commission
Shenandoah Area Agency on Aging, Inc.	Western Tidewater Community Services Board
Shen-Paco Industries, Inc.	Williamsburg Area Transit Authority
Southern Area Agency on Aging	Winchester Transit
Southside Community Services Board	Wise County
St. Joseph's Villa	Washington Metropolitan Area Transit Authority
Stepping Stones, Inc.	Washington Metropolitan Area Transit Commission
STEPS, Inc.	

## ATTACHMENT G

### Report of Orders Received from Additional Users

## REPORT OF ORDERS RECEIVED FROM ADDITIONAL USERS

CONTRACTOR NAME  
CONTACT NAME  
TITLE/POSITION  
CONTRACTOR ADDRESS  
CONTRACTOR PHONE NUMBER  
EMAIL


QUARTER/YEAR  
DATE SUBMITTED


## ADDITIONAL USER

**ORDER #**

PROJECT NAME/ORDER DESCRIPTION	DATE	STATUS	ASSIGNED TO	COMPLETION DATE
Project A: New Product Development	2023-10-01	In Progress	John Doe	2023-12-15
Project B: Marketing Campaign Launch	2023-09-15	Completed	Jane Smith	2023-10-30
Project C: System Upgrade	2023-11-01	On Hold	Mike Johnson	2024-01-31
Project D: Customer Service Training	2023-10-10	Completed	Sarah Lee	2023-11-05
Project E: Financial Report Generation	2023-10-20	In Progress	David Kim	2023-11-20
Project F: HR Policy Review	2023-11-05	Not Started	Emily White	2024-02-28
Project G: IT Security Audit	2023-10-25	In Progress	Chris Brown	2023-12-10
Project H: Sales Team Expansion	2023-11-10	On Hold	Alex Green	2024-03-31
Project I: Quality Assurance Process	2023-10-05	Completed	Mia Black	2023-10-25
Project J: Compliance Training	2023-11-15	Not Started	Noah Grey	2024-04-30

DATE ISSUED

ORDER AMOUNT

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## ORDER TOTALS

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## ATTACHMENT H

### Disadvantaged Business Enterprises (DBE) Subcontractor Report

DBE SUBCONTRACTOR REPORT												
PRIME CONTRACTOR NAME												
PRIME CONTRACTOR TAX ID												
CONTACT NAME												
TITLE/POSITION												
CONTRACTOR ADDRESS												
CONTRACTOR PHONE NUMBER												
EMAIL												
PROJECT TITLE												
DBE AWARD/COMMITMENT												
PAYMENTS TO SUBCONTRACTORS												
MONTH/YEAR	DBE SUBCONTRACTOR NAME	DBE SUBCONTRACT TAX ID	DBE EVA#	DBE CONTRACT #	Black American	Hispanic American	Native American	Subcont. Asian American	Asian-Pacific American	Non-Minority Women	Other	Total DBE Payments
												-
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DBE SUBCONTRACTOR TOTALS												-

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## ATTACHMENT I

### State Corporation Commission Form

#### **Virginia State Corporation Commission (SCC) registration information. The Offeror:**

- ☐ is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_ **-OR-**
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location) **-OR-**
- ☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if the firm has not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow the firm to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐