

REQUEST FOR PROPOSAL (RFP)

Issue Date: August 15, 2019

RFP# 156-20-015

Title: Public Relations, Advertising and Marketing Services

Commodity Code: 91826,91501,96153, 91522

Issuing Agency: Commonwealth of Virginia
Department of State Police
7700 Midlothian Turnpike
North Chesterfield, VA 23235

Location Where Work Will Be Performed: Statewide

Initial Period of Contract: From Date of Award Through One (1) Year, with four (4) optional one-year renewal periods.

Sealed Proposals Will Be Received Until 2:00 p.m., September 13, 2019 For Furnishing The Goods/Services Described Herein.

All Inquiries For Information Should Be **Emailed** To The Contract Officer: Timothy Jarck Email: timothy.jarck@vsp.virginia.gov Phone: 804-674-2078

***IF PROPOSALS ARE MAILED, (NO FAXED or EMAILED BIDS ARE ALLOWED), SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE WITH PROPOSAL NO. 156-20-015 AND CONTRACT OFFICER TIMOTHY JARCK NAME CLEARLY MARKED ON ENVELOPE.**

****IF BIDS ARE HAND DELIVERED (or By Courier or Messenger Service) LABEL WITH PROPOSAL NO. 156-20-015 AND CONTRACT OFFICER NAME TIMOTHY JARCK, DELIVER TO: VIRGINIA STATE POLICE ADMINISTRATIVE HEADQUARTERS, DUTY SERGEANT’S WINDOW AT THE MAIN ENTRANCE LOBBY, 7700 MIDLOTHIAN TURNPIKE, NORTH CHESTERFIELD, VA 23235. OFFICE HOURS: MONDAY THROUGH FRIDAY 8:00A.M.TO 5:00P.M. EXCEPT HOLIDAYS.**

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

Name and Address Of Firm:

Zip Code: _____
eVA Vendor ID or DUNS #: _____
Fax Number: (____) _____
E-mail Address: _____

Date: _____
By: _____
(Signature In Ink)
Name: _____
(Please Print)
Title: _____
Telephone Number: (____) _____

PREPROPOSAL CONFERENCE: An optional preproposal conference will be held at 9:00 a.m. on August 27, 2019 at the Virginia State Police Administrative Headquarters located at 7700 Midlothian Turnpike, North Chesterfield, VA 23235 in the Training Academy Building, Room 317. (Reference: Section VII. Herein for additional instructions and directions). If special ADA accommodations are needed, please contact Timmy Jarck at 804-674-2078 by 3:00 p.m., August 23, 2019.

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, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

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I. PURPOSE:

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation with a qualified vendor that can assist and execute the development of an integrated public relations and marketing campaign for the Virginia Department of State Police (hereafter referred to as the Department or VSP) to raise awareness and educate citizens on the benefits of the vehicle safety inspection program. Additionally, this contract may be used for the purchase of future advertising, marketing, research, and public relations consulting services on an as needed basis to produce and execute comprehensive marketing and communications initiatives for the VSP.

II. BACKGROUND:

Pursuant to Virginia Code §46.2-1157 and §46.2-1158, any motor vehicle, trailer, and semitrailer registered in Virginia is required to submit the vehicle for inspection by an official inspection station every 12-months. The Superintendent of the Department of State Police promulgates regulations related to the safety inspection program in accordance with Virginia Code §46.2-1165.

While the Department is responsible for oversight of the safety inspection program, the safety inspection stations where these inspections occur are privately owned. There are approximately 4,300 official inspection stations across the Commonwealth, employing approximately 16,000 certified safety inspectors. The cost of a passenger vehicle inspection is \$20, and involves a multi-point inspection process.

Virginia's safety inspection program plays a critical role in improving motor vehicle safety in the Commonwealth. In 2017, 8,191,433 vehicles were submitted for inspection. Of these vehicles, approximately 20% were unable to pass inspection due to a critical safety defect. Identifying unsafe vehicles before the vehicles are involved in a crash or other safety related incident makes the roadways safer for everyone.

The safety benefits to an inspection program are numerous; however, many states have seen their safety inspection programs eliminated in recent years. Currently, there are only 14 other states which still have a safety inspection program. Virginia's program has faced similar opposition.

Public education and awareness of the inspection program benefits is critical. The Department must be proactive in this area to prevent opposition groups from controlling the message. Through effective marketing, the Department can ensure Virginia's program continues to receive widespread support, thus avoiding the fate of other state programs.

Additional information about the safety inspection program can be found on the Department's website at:

<http://www.vsp.virginia.gov/Safety.shtm>

III. STATEMENT OF NEEDS

A. GENERAL REQUIREMENTS

The VSP seeks offerors that can provide proposals that address the need for a full-service marketing agency that can assist with the development of integrated public information and public relations marketing campaign to promote public awareness of the benefits of the Commonwealth's vehicle safety inspection program and other future initiatives. In general, the Contractor should:

1. Have demonstrated experience and expertise in building and executing creative messaging and developing and assisting in the implementation of a strategic public awareness communications campaign.

2. Be familiar with the diverse demographics and media markets of Virginia to ensure proper placement of campaign messages and optimum reach of the targeted audience.
3. Demonstrated performance in media planning, negotiating, and buying with statewide media plans/buys.
4. Be familiar with video development and other emerging technology and/or experienced in sub-contracting for these services in order to include in the development of communication tools to include, but not limited to video, promotional CDs, or podcasts, etc.
5. Have demonstrated experience with the use of social media and leveraging it to reach target audiences.
6. Have the ability to work effectively and efficiently in a short time frame.
7. Have demonstrated experience with Project Management with an emphasis on the client approval process and delivery of products on or before the established deadlines within approved budgets.

B. REQUESTED SERVICES FOR THE VEHICLE INSPECTION SAFETY PROGRAM CAMPAIGN:

The Department seeks to obtain contractual services for creating a social media presence and content; create paid and owned advertising placement (e.g., social media, print, roadside, etc.), and all related administrative oversight services.

The services to be provided shall consist of, but not limited to the following:

1. Development of Communication Concepts, Planning, Timeline and Budget for the Vehicle Safety Inspection Program Campaign.
 - a. The Contractor must develop a strategy to position the vehicle safety inspection program promotions and advertising as uniquely different and eye-catching for the public.
 - b. In consultation with the VSP Safety Division, the Contractor shall develop a statewide public information and public relations marketing campaign. The Contractor shall determine what types of communication, media, and/or messages are most effective in communicating the desired message and develop a strategic marketing plan that may include, but is not limited to recommending advertising, print, and electronic marketing campaigns, based upon sound brand management strategies and research that provide maximum exposure, impact and return on investment.
 - c. The Contractor shall create an agreed-upon comprehensive marketing plan that should include, though need not be limited to: communication goals and strategy; campaign deliverables along with timing and cost of each deliverable and media placement schedule. The budget should include total media expenditures, production budget, and Contractor's fees. The marketing plan shall be submitted to VSP for review and approval prior to implementation by the Contractor.
 - d. The Contractor shall modify plans as a result of budget changes or at the request of VSP.
 - e. The Contractor shall work with the VSP Safety Division point of contact to assure that advertising budgets are not exceeded without prior written approval.
2. Production Deliverables for Vehicle Safety Inspection Campaign

The Contractor shall:

- a. Develop advertising and marketing concepts that communicate messaging points as stated in the public relations and marketing campaign plan, and manage and execute the plan.

- b. Create and produce short educational videos related to the vehicle safety inspection program which can be used on the Department's website, as well as television and social media outlets.
 - c. Manage the creation and/or production of high quality advertising materials, including but not limited to videos, advertisements, brochures, billboards, event materials, etc. to promote the safety inspection program throughout the Commonwealth.
- C. **ADDITIONAL SERVICES:** The Contractor shall also provide communications, public relations, marketing and research services for future initiatives on an as needed basis. Some of the services related to these initiatives may include but not be limited to market research, strategic communications planning, creative services, media buying/advertising, community outreach, and social media. Written requirements will be provided to the Contractor by the VSP Procurement Office with a request for the Contractor to provide a proposal and cost estimate in accordance with the Pricing Schedule – Attachment A. The Contractor's Additional Services proposal and cost will be negotiated by the VSP Procurement Office. Upon completion of negotiation, a Purchase Order will be issued through eVA for the agreed upon Additional Services to include the Contractor's proposal, schedule and cost. Reimbursement for travel (mileage, meals or lodging) and non-salary direct costs are not allowed, unless they are included as part of the Contractor's cost proposal that was approved by VSP for the Additional Services.

The as needed scope of services to be provided may consist of, but not limited to the following:

1. Market Research and Analysis

- a. Contractor shall collect pertinent and relevant data, perform research, draft, and recommend advertising and marketing campaigns to meet VSP initiative goals.
- b. The Contractor shall conduct market research and analysis to evaluate the ongoing effectiveness of advertising placed on behalf of VSP to:
 - i. Improve public relations, marketing, product development, and overall communications effectiveness;
 - ii. Determine what types of communication, media, and/or messages are most effective in communicating VSP's mission and apply this information to develop future communications;
 - iii. Determine the overall effectiveness and return on investment an advertising or marketing program provides.

2. Development of Communication Concepts, Planning, and Budget

- a. The Contractor shall develop communication concepts based on VSP marketing initiatives and goals, in consultation with VSP end-users.
- b. Determine what types of communication, media, and/or messages are most effective in communicating the desired message, and apply this information to develop future communications.
- c. Develop advertising and marketing concepts that communicate message points as stated in the campaign plan. The plan shall include but not be limited to communication goals and strategies; total media expenditures; production budget; required research; media schedule; and Contractor's fees, where applicable.
- d. Modify plans as a result of budget changes or at the request of VSP. Work with VSP staff to assure that expenditures do not exceed advertising budgets and the dollar amount of the Purchase Order without prior written approval and/or the issuance of a change order.

3. Creative Services; Strategic Planning and Management

- a. In consultation with the end-user(s), the Contractor shall assist in strategic marketing planning including, but not limited to recommending advertising, print, and electronic marketing campaigns, based upon sound brand management strategies and research.
- b. Contractor shall translate advertising and marketing goals into creative strategies and then advertising and marketing communication concepts that provide maximum exposure, impact and return on investment.
- c. Develop overall campaigns based on media and marketing strategies based upon approved goals.
- d. Provide services to place, verify, measure, and make timely disbursements for all advertising placements.
- e. Develop and execute creative strategies for advertising and marketing elements, in consultation with VSP end-user(s).
- f. Develop and monitor creative and production budgets, in consultation with VSP end-user(s).

4. Media Planning/Buying

The Contractor shall translate advertising, marketing goals, and strategies into effective media plans and buys, which may include but are not limited to television, radio, print, and advanced digital and mobile advertising. A schedule of media buys shall be prepared and presented to the end-user for pre-approval.

5. Production

- a. Execute advertising and marketing campaigns that accurately address VSP services and goals utilizing proven capabilities for high quality and cost efficiency.
- b. Maintain timelines and deadlines, while keeping all appropriate staff informed of project status.
- c. Manage the creation and/or production of collateral material, including but not limited to videos, advertisements, brochures, event materials (i.e. signage and programs), etc.

D. CONTRACTOR PERSONNEL:

1. Contractor Point of Contact: The Contractor must appoint an Account Manager who will serve as the single point of contact to work with VSP and will be responsible for coordinating the efforts and personnel of all parties and/or subcontractors.
2. The Contractor will be expected to attend meetings with VSP Program Personnel at the on-set of new projects and on an as needed basis. It is anticipated the majority of the meetings will take place at the Virginia State Police administrative headquarters located at 7700 Midlothian Turnpike, North Chesterfield, VA 23235, but may also be held at other locations convenient and acceptable to both VSP and the Contractor. The Contractor shall not bill VSP for hourly rates, travel times or expenses incurred for these meetings. The Contractor shall bear all costs for their attendance at these meetings.
3. Key Personnel: The Contractor shall immediately advise VSP Contract Administrator in writing if any key personnel are no longer available to the contract. Prior written approval and supporting documentation (i.e. resumes) are required for adding new employees to the contract or for changing (i.e. increasing) the billing classification of an existing employee before billing for their services.
4. All individuals proposed to work on a project(s) must be clearly linked to a Labor Category in Attachment A: Pricing Schedule and Attachment B - Labor Categories. Proposed staff shall not be listed in more than one

(1) labor category. However, it is permissible for personnel in a higher labor category to bill in a lower category.

E. **AUTHORIZATION FOR THE PLACEMENT OF ADVERTISING:**

The contractor shall not distribute advertising without the prior written approval of the VSP. The contractor will be held solely liable for payment to the advertising medium for any unauthorized advertising time and space which the contractor places with advertising media such as television, newspapers, and magazines.

The Contractor shall bill VSP the actual costs of authorized media, advertising, and promotional materials. VSP will not pay any media markup, unnecessary charges, no interest and no penalty for late payments by the contractor. After the advertising has run, the contractor shall promptly provide the VSP with the advertising medium's affidavit showing that the advertisements were actually run and the dates, along with other supporting documentation such as invoices, receipts, and the like.

IV. **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) complete original (marked "Original") and five (5) paper copies (marked "Copy"), and one (1) electronic copy (CD or on flash drive marked "Original") of each proposal must be submitted to the issuing agency. If the proposal contains proprietary information, the Offeror must also submit one (1) redacted paper copy (marked "Redacted"), and one electronic copy in .pdf format (CD or on flash drive marked "Redacted"). No other distribution of the proposal shall be made by the Offeror. VSP will not accept responsibility for any public disclosure of proprietary information that is a result of improper redaction 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. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical [such as, in a three (3)-ring binder]. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. **The classification of an entire proposal document or prequalification application, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.** If, after being given reasonable time the offeror refuses to withdraw an entire classification designation, the proposal will be rejected.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that the VSP 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 by an authorized representative of the Offeror, and filled out as required.
2. Offeror's Experience and Qualifications

VSP requires a certain level of experience and demonstrated success in delivering services of similar scope and complexity. Offeror must provide evidence that it is experienced and has performed services of similar scope and nature. Offeror's proposal should include:

- a. A narrative describing the company’s business background and experience, staffing make up, and history of prior comprehensive media services.
 - b. Include the legal name, address, phone number and legal form of company (partnership, corporation, joint venture, etc.) If the company is a wholly-owned subsidiary of a “parent” company, then Offeror must provide information required on both firms.
 - c. Plans to secure additional resources by partnering, subcontracting, or hiring. Identify and describe any strategic relationships with other related Contractors. State all sub-contractors expected to be used in performing the services and how these partners’ fit into your proposed approach.
 - d. Indicate if your company and/or personnel to be assigned to the project are certified in any areas that will benefit when providing services in response to this RFP. Provide resumes for all Key Personnel of the Offeror and any Subcontractor(s) that will be assigned to this contract.
 - e. Explain why your company is particularly suited to fulfill the requirements of Section III.A – General Requirements, Items 1 through 7 of this RFP.
 - f. Describe your company’s ability to offer the long-term commitment and financial resources necessary to undertake the services required by this RFP.
 - g. Provide two (2) examples of successful campaigns of similar comprehensive media services made in the past five (5) years as specified in Section III. Information provided should include:
 - Description of services provided, including information regarding media buys for the ad campaigns;
 - Samples of work product (i.e. print, radio, TV or Internet, etc.)
 - Complete contact information for the organization services was provided, including contact name, telephone number, address, email address. Contacts should be able to verify examples of creative campaign work for ad placement of similar size and complexity;
 - Time period of engagement (Begin and End Dates of Service)
 - Project Budget
 - h. Provide an example of what you consider to be your most effective communications campaign to date, very briefly describing:
 - Situation Analysis
 - Formal and Informal Research Conducted
 - Marketing Objectives and Strategy
 - Timeline
 - Program Budget
 - Tactics Used in Advertising, Marketing and Public Relations
 - Evaluation Methods and Results
 - i. Provide example of what you consider to be your most effective social media campaign to date, very briefly describing:
 - Overall Social Media Strategy
 - Social Media Plan
 - Analysis
 - Budget
3. Specific Plans or Methodology/Approach – Offeror’s proposal should include, but not be limited to:

- a. Describe in detail, the proposed plans or methodology/approach to be used for performing creative campaigns, media-buying, public and media relations, research, planning and budget, and as-needed additional consulting services as specified in Section III, Statement of Needs.
 - b. Describe the what, when and how the service will be performed to provide an integrated public relations and marketing campaign for the VSP vehicle safety inspection program campaign. Provide a sample project plan for implementation of a project of this type and the time frame for beginning or implementation of project plan.
 - c. A detailed description of the Offeror's valid and reconciled invoice process. The Offeror shall provide samples of invoices for proposed invoicing process.
4. Proposed Price. Indicate price in the Pricing Schedule, Section XI of the RFP.
 5. Small Business Subcontracting Plan – Attachment C. Summarize the planned utilization of Department of Small Business and Supplier Diversity (DSBSD) certified small businesses under the contract to be awarded as a result of this solicitation in accordance with instructions of Attachment _.
 6. State Corporation Commission Form – Attachmnet D. Offeror shall complete and submit Attachment _ . Required of all Offerors pursuant to Title 13.1 or Title 50.

V. EVALUATION AND AWARD CRITERIA:

A. EVALUATION CRITERIA: Proposals shall be evaluated by the VSP using the following criteria:

Evaluation Criteria	Point Value
1. Qualifications and experience of Offeror in providing similar services	35
2. Specific Plans or Methodology/Approach for providing services to meet the Statement of Needs	30
3. Price	15
4. Participation of Small, Women-owned and Minority (SWaM) Business	20

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 contractor's proposal as negotiated.

VI. REPORTING AND DELIVERY INSTRUCTIONS

The Contractor(s) shall meet the requirements and provide the following documentation to the Contracting Office sixty (60) days prior to the contract expiration date:

- A. **Annual Purchase Volume Report** showing each service or group of services listed by month and total actual monthly dollars spent on this contract.
- B. **Final Small Business Subcontracting Plan Involvement Report** will be submitted prior to completion or at completion of the contract and prior to final payment, a report on the actual dollars spent with Virginia DSBSD certified small businesses and businesses owned by women and minorities during the performance of this contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, women-owned, minority-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance.

VII. OPTIONAL PREPROPOSAL CONFERENCE

An optional preproposal conference will be held at 9:00 a.m. on August 27, 2019 at the Virginia State Police Administrative Headquarters located at 7700 Midlothian Turnpike, North Chesterfield, VA 23235 in the Training Academy building, Room 317. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

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

Preproposal Conference Directions

Please remain in vehicles and drive to the RIGHT SIDE ENTRANCE GATE (VDOT REDISENCY will be on your right). A VSP representative will confirm your identity and allow access. You will be reporting to the VSP Training Academy, Room 317. After entering gate, proceed straight until you see the Training Academy Building. You may park in any open space that is not marked "reserved". After parking, enter in the front of the building (Trooper Statue is located in front of the entrance), proceed up the stairs and keep to the right, at the end of the hall (Academy Cafeteria is at the end of the hall), turn to the right and proceed to room 317 at the end of the hall.

Please email timothy.jarck@vsp.virginia.gov, if you are planning to attend the conference with the names of the people who are planning to attend. Nobody will be at the front gate to let you in after 9:00 A.M.

VIII. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “Vendors Manual” on the vendors tab.
- 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, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of

race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

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

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their (bid/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:** Applicable for all contracts over \$10,000: 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 participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

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**

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

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

J. **PAYMENT:**

1. **To Prime Contractor:**

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the

payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or 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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.,. 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. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) 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 terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, 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.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or 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 bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

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 and \$2,000,000 in the aggregate. 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 shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site 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 by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

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

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- Z. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- AA. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor 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.

IX. SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **AWARD OF CONTRACT:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may

be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

- C. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. **eVA ORDERS AND CONTRACTS:** It is anticipated that the contract will result in multiple purchase orders with the eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- E. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for four (4) successive 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. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
 - 1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the 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 "Other Services" category of the CPI-U section 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 "Other Services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- F. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	_____	_____
Name of Bidder/Offeror	Due Date	Time
<u>7700 Midlothian Turnpike</u>	<u>RFP # 156-20-015</u>	
Street or Box Number	RFP No.	
<u>North Chesterfield, VA 23235</u>	<u>Public Relations, Advertising and Marketing Services</u>	
City, State, Zip Code	RFP Title	

Name of Contract/Purchase Officer or Buyer: Timothy Jarck

G. SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING :

1. **Submission of Small Business Subcontracting Plan:** It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the offeror shall note such on the Small Business Subcontracting Plan. No offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.
2. **Evidence of Compliance with Small Business Subcontracting Plan:** 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 monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
3. **Prime Contractor Subcontractor Reporting:**
 - a. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a quarterly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
 - b. In addition, each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, all applicable information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

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

I. **OWNERSHIP OF PRINTING MATERIALS:** All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of the Commonwealth. Any furnished materials shall remain the property of the Commonwealth. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.

- J. **OWNERSHIP OF MATERIAL:** Any reports, studies, photographs, negatives, films, videos, or other documents prepared by the Contractor in the performance of its obligations under this contract shall be the exclusive property of the purchasing agency and all such materials shall be remitted to the purchasing agency upon completion, termination or cancellation of this contract. The contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the contractor's obligations under this contract without the prior written consent of the purchasing agency.
- K. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- L. **WORK ESTIMATES (TIME AND MATERIAL CONTRACTS):** Under this time and material contract, the contractor shall furnish the agency with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.
- M. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or 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 bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or 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 Contractor as demonstrating compliance.
- N. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

X. METHOD OF PAYMENT

The Contractor shall submit *itemized* invoices for only those items and/or services ordered and received as acceptable to VSP. In addition, the Contractor must submit their suppliers invoice for any media advertising and/or other non-salary direct costs for goods/services purchased that VSP will be billed at the actual cost without markup as stated in Section III.C and III.E.

The invoice shall be due for payment 30 days after the invoice is received or delivery of the goods, whichever occurs last. Invoices must include the purchase order number. Failure to do so may result in delay of payment or rejection of invoice.

All invoices shall be forwarded directly to

Virginia State Police
Attention: Accounts Payable
P.O. Box 27472
Richmond, VA 23261-7472

Invoice must contain the following information:

- VSP Contract Number;
- Description of goods and services;
- Date of goods and services were provided;
- Invoice total;
- Contractor's FIN/EIN.

Payment Options: VSP may pay by check, electronic funds transfer (EFT), or with the Commonwealth's authorized procurement (charge) card.

PRICING SCHEDULE

A. Instructions:

The Offeror shall complete and submit the pricing schedule in the following format with their proposal.

- All services provided should fall under one of the listed labor categories on the pricing schedule. However, Offerors may offer additional labor categories to the list should they anticipate work requiring a different skill set. If additional labor categories are provided please submit as an additional attachment to the RFP along with pricing, follow layout on the pricing schedule.
- If the Offeror does not charge for a service indicated, please enter \$0.00 in that column.
- Hourly rates shall be billed in 15 minute increments. There is no minimum, maximum or guaranteed hours set forth in this RFP.
- The estimated level of effort for each project will be determined as the Contractor develops a detailed work plan. The detailed work plan and estimate must be accepted by VSP before performing any work on a given project. The Contractor shall strictly adhere to the mutually agreed upon levels of effort and costs. Media Advertising, Promotional Items (goods), and other non-salary direct costs must be included in the detailed work plan and billed to VSP at actual costs. The Offeror and VSP are expected to negotiate the projects and the time frames for each project.
- Transportation costs, travel, and per diem rates shall not be included in determining the fixed billable hourly rates.

Note: VSP will reimburse pre-approved travel and lodging expenses, if applicable, up to the amount specified in the current Virginia State Travel Regulations (link provided below). Reimbursement for travel (mileage, meals or lodging) are not allowed, unless they are included as part of the Contractor's cost proposal in the detailed work plan.

https://www.doa.virginia.gov/reference/CAPP/CAPP_Topics_Cardinal/20335-2015-Dec.pdf

PRICING SCHEDULE

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

LABOR CATEGORY	HOURLY RATE
<i>Account Executive</i>	
<i>Account Supervisor</i>	
<i>Administrative/Account Assistant</i>	
<i>Agency Principal/Senior Management</i>	
<i>Art Director</i>	
<i>Copy Writer</i>	
<i>Creative Director</i>	
<i>Digital Media Strategist</i>	
<i>Editor/Proofreader</i>	
<i>Executive/Senior Media Strategist</i>	
<i>Graphic Designer</i>	
<i>Internal Communications Coordinator</i>	
<i>Media Research, Planning & Buying (Blended)</i>	
<i>Photographer</i>	
<i>Photographer Senior</i>	
<i>Production Manager</i>	
<i>Public Relations Account Executive</i>	
<i>Research Professional (Blended)</i>	
<i>Senior Communications/PR Specialist</i>	
<i>Senior Strategist</i>	
<i>Videographer</i>	
<i>Web Designer (strategy, creation, standard support)</i>	

ADDITIONAL CATEGORIES MAY BE LISTED ON A SEPARATE SHEET

LABOR CATEGORY/LABOR CATEGORY DEFINATIONS

Account Executive	This individual is responsible for account management and managing the day-to-day operations. They will sever as the direct link between the Consultant and the Agency. The individual should have a good understanding of Business processes.
Account Supervisor	Oversees the handling of corporate client accounts and generally supervises a number of account executives. It is a middle-management position that requires a number of years of relevant work experience.
Administrative/Account Assistant	Performs a variety of routine and non-routine administrative, clerical, data collection and reporting writing tasks. High school diploma and two plus (2+) years of relevant work experience required. Good oral and written communication, organization, and interpersonal skills are required. Additionally, a demonstrated proficiency in keyboard skills and related word processing, spreadsheet, and database software is required.
Agency Principal/Sr. Management	This individual is a fully qualified values-based professional with broad perspective in managing internal and external communications and strong relationships with media and external stakeholder groups. The individual would be responsible for leading development and execution of a broad and effective communications strategy and plan. As a primary spokesperson, this person will work closely with the entire executive leadership team to craft and deliver content.
Art Director	Determines how to best represent a concept visually and which photographs, art, or other design elements are used. Responsible for the overall visual aspects of an advertising or media campaign. This individual has a minimum of five (5) years working in advertising and public relations or specialized design services and possesses at least a bachelor's degree in an art or design subject and previous work experience.
Copy Writer	This individual has at least five (5) years of copywriting experience and must have the ability to create great concepts and copy for print, online and broadcast. This individual should have experience working in a variety of media with a comprehensive knowledge of digital landscape and be up-to-date with popular culture and trends. A B.A. in English, Journalism, Communications, or equivalent required.
Creative Director	This individual has at least seven to ten (7 - 10) years' experience and a Bachelor's degree in Advertising or Marketing and/or courses related to the creative director profession, such as brand management, marketing strategies, consumer behavior and visual communication techniques. This individual would oversee marketing campaigns and organize advertisement projects.
Digital Media Strategist	This individual has two to five (2 - 5) years of paid digital media experience. Responsible for drafting media plans that include campaign projections, budget allocations, objectives, ad format recommends and

	<p>Key Performance Indicators (KPIs). This individual will build and monitor campaigns to ensure media is spending effectively and analyzing media performance to boost campaigns and deliver on client expectations and established KPIs. Must possess a strong background in social media planning and buying, and experience utilizing Facebook Business manager. Should have an in-depth understanding of social media and digital marketing landscape, familiarity with best practices for SEO/SEM, as well as knowledge of social advertising beyond Facebook/Instagram (YouTube, Pinterest, Snapchat, Twitter etc.). Bachelor's degree in communications, public relations, English, journalism or related field preferred; equivalent experience or training may substitute for degree.</p>
Editor/Proofreader	<p>This individual may have less than five (5) years' work experience in communications; however; a bachelor's degree in communications, journalism, or English, combined with previous writing and proofreading experience in a few types of media, such as newspapers, social media, and television desired.</p>
Executive/Senior Media Strategist	<p>Plans, negotiates, and places digital media in a variety of platforms, or geography. Responsible for Social media marketing and management. This individual should possess knowledge of how to buy digital ads and have Broadcast (radio) and brand marketing experience. Demonstrated history of campaign success using digital as a primary vehicle. Five plus (5+) years of experience in the strategic communications field, including change management, content development, Web strategy, and implementation planning with experience writing and editing material in a journalistic style.</p>
Graphic Designer	<p>This individual has considerable knowledge and expertise in typography, color usage, photo editing, image manipulation, color correction and basic illustration skills as well as use of graphic arts equipment and tools. Should have experience in an organization producing designs and artwork for reproduction and or display using Mac and Adobe InDesign, Adobe Photoshop, Adobe Illustrator, Quark Xpress software or Flexi Sign Pro 10. Bachelor's degree in graphic design preferred.</p>
Internal Communications Coordinator	<p>This individual is responsible for development, facilitation and implementation of communications plans and information distribution campaigns. The individual should possess professional experience in public relations or news media setting to include conducting media interviews.</p>
Media Research Planning & Buying	<p>The individual would be responsible for identifying the most appropriate vehicle for building awareness, establishing and maintaining contacts with media owners, proofreading & checking content and evaluating effectiveness of campaigns. In addition, they would be responsible for booking the space or airtime once the campaign plan has been agree upon, negotiating the best deals for the campaign to keep within the budget and monitoring the effectiveness of the campaign.</p>
Photographer	<p>This individual provides photographic documentation of events, persons, and objects and performs some darkroom work. Focuses on photographic shooting. HS Graduate with basic knowledge of photography principles.</p>

Photographer Senior	This is an experienced individual with the ability to determine production needs, including equipment and software. This individual must be proficient in digital media and graphic design with the ability to manage photo collections and archives. Knowledge of camera formats, file formats and processing, sizing, print formats and processing. Provides various photographic services combined with technical development skills. Controls quality, develops storyboards and script writing. Master's degree in Photography or similar field. Bachelor's degree in Photography or similar field preferred; equivalent experience or training may substitute for degree.
Production Manager	This individual should possess an Associate's degree from an accredited institution in graphic design, marketing or related field and two (2) years of experience with print sourcing and negotiation, graphic design, publishing or production coordination, two (2) years of experience in photography.
PR Account Executive	This individual is a fully qualified professional with a B.A. in journalism, public relations, English or related field. Responsible for Managing clients; maintaining relationships with media outlets; writing and editing press releases and other printed materials; creating and executing social media campaigns; planning events.
Research Professional (Blended)	This individual is a fully qualified professional with a BA/BS degree in communication, social science, public health, or related field with a minimum of two years of academic or professional research experience required. Should possess past experience with management of project timelines and scope. The individual should have experience in preparing written proposals, research reports, and other external communications summarizing research methods, findings, and implications and ability to conduct interviews, focus groups, etc.
Senior Communications/PR Specialist	This individual craft media releases and develop social media programs to shape public perception and to increase awareness. This individual is responsible for developing press releases, marketing materials, internal communications, reports, Web copy, speeches, presentations and other writing projects and has a bachelor's degree in public relations, journalism, communications, English, or business.
Senior Strategist	Responsible for developing and presenting strategic marketing recommendations. Establish and maintain substantial and influential relationships with client senior management. BA/BS degree in Marketing, Sales, Business, or equivalent education/and or related experience.
Videographer	Records broadcast-quality video audio and still images for use in video production. Direct, edit and author presentations to address client's needs. Integrate videos into overall VDOT communication goals and objectives. Research, write, and edit scripts to support projects. Author menu-driven disc-based presentations as needed. Comprehensive knowledge of the principles, theories and techniques of television and video production, script writing, video production direction and editing. Experience with the most recent best practices and industry technology to deliver state-of-the-art video production services. Bachelor's degree in

	broadcasting, theater, film, media, television, communications, photography or audio-visual communications.
Web Designer	Responsible for developing the layout and the overall look of a website and would create graphic and media essentials using Photoshop, Flash and other media applications. This individual has at least a two (2)-year degree in web design, graphic design or a related field. Experience reflecting knowledge of Federal 508 accessibility and Web site design standards. Experience in the development and coordination of electronic multimedia communications. Experience with Web site design, navigation, and site content editing.

Small Business Subcontracting Plan

It is the goal of the Commonwealth that more than 42% of its purchases be made from small businesses. All potential offerors are required to return this document with their response.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are not a DSBSD-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 DSBSD-certified small business for the initial contract period in Section B..

Offerors which are small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements.

Offerors which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial contract period in relation to the offeror's total price for the initial contract period.

Points will be assigned based on each offeror's proposed subcontracting expenditures with DSBSD-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 Small Business and Supplier Diversity (DSBSD), provide your certification number and the date of certification):

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract.

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

Micro/Small Business Name & Address DSBSD Certificate #	Status if Micro/Small Business is also: Women (W), Minority (M), or DSBSD Service Disabled Veteran-Owned	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 (\$ or %)
Totals \$					

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 you have 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 you 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):

****OFFEROR'S CHECKLIST****

Be sure to complete and include the following forms with your signed proposal.

- Certification page completed and signed in ink. Original shall be submitted. *(ref. Cover Page 1)*.
- Any Addenda Signed in Ink. Document Posted on VBO eVA website. www.eva.virginia.gov
- One (1) Original and Five (5) Complete Copies of Proposal, One (1) Electronic Copy, and One (1) Electronic Redacted Copy if the Proposal Contains Proprietary Information *(ref. Section IV. A.1, Page 7)*.
- Complete Narrative and/or Information Package To Include the Following Information as Stated in Section IV, Subsection B – Specific Proposal Instructions. *(Page 8)*.
- Attachment A: Pricing Schedule Form
- Attachment B: Small Business Contracting Plan
- Attachment C: State Corporate Commission Form
- Proposal envelope properly identified, including outside of express mail packages. *(ref. Section IX, Letter E, Page 20)*.

Late proposals cannot be accepted. Be sure to deliver to issuing agency listed on Certification Page before due date and time.