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Virginia GrandDriver Campaign

REQUEST FOR PROPOSALS

1.0 PURPOSE

The purpose and intent of this Request for Proposal (RFP) from the Virginia Department for the Aging (State Agency) is to solicit proposals from qualified sources on ways to expand and enhance the existing Virginia GrandDriver Campaign. The total amount of funds available is One Hundred Forty Thousand (\$140,000.00) Dollars. The award will be for the period January 15, 2009 through September 30, 2009 with the option for annual renewal for the same award amount if the funds are available and the performance is acceptable. Proposals will be accepted to conduct all of the Virginia GrandDriver Campaign components described in section 3.1.

2.0 BACKGROUND

In May 2004, the Virginia Department for the Aging, in partnership with the Virginia Department of Motor Vehicles established the Virginia GrandDriver Campaign.

Virginia's GrandDriver Campaign urges the public - particularly drivers over 65 and their adult children - to learn more about the effects of aging on our ability to drive and encourages families with older drivers to talk about these issues. The campaign provides information on the various indicators that the individual's driving may be affected, what they can do to remain a safe driver, and resources for more information if assistance is needed. This information will help the driver and their loved ones to continue to "stay safe and mobile."

The GrandDriver Campaign:

- Is an education and awareness campaign about the effects of aging on driving ability;
- Seeks to encourage the public to plan ahead for safe mobility before they begin to experience aging-related driving problems;
- Gives older Virginians and their families suggestions to improve driving skills and provides resources that will help older drivers compensate for age-related changes so they can stay on the road as safely as possible, for as long as possible; and
- Offers suggestions for alternative forms of transportation to help older Virginians maintain their mobility and independence.

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Funding for this RFP is One Hundred Forty Thousand (\$140,000.00) Dollars. Funds shall be awarded on a competitive basis to a local Marketing and/or Public Relations company or individuals with appropriate background and experience.

3.0 STATEMENT OF NEEDS

Since the inception of the GrandDriver Campaign, the word has spread about the program. VDA is in the next phase to expand our efforts at educating and informing citizens in Virginia about the effects of aging on driving abilities and all that this encompasses.

3.1 OVERALL CAMPAIGN

Applicants should be creative on how to enhance and continue to communicate campaign information to the public. Applicants may go to the Virginia GrandDriver website, www.granddriver.net, to see the publications, the radio and TV announcements, and press releases that have been produced for this campaign.

- Media Strategy: statewide marketing plan may include the design, production and placement of billboards, posters, and other outdoor advertising with press releases. Can also include multimedia design, media planning and placement, media events, feature stories, written copy promoting the program and/or events (i.e.: press conferences, radio/TV interviews, etc.); creative design, illustration and production;
- Website hosting and management: updating current website with the creation of additional webpages, including motorcycle safety, pedestrian safety, non-interactive self-assessment tools, Spanish translation of webpages, service provider page, and other content supplied by VDA; and
- Other (to be defined in the proposal).

Any and **all** material created for the GrandDriver Campaign must be reviewed and approved by the State Agency prior to its release.

Applicants must demonstrate that they will reach the broadest range of seniors, caregivers, and family members of older drivers in the Commonwealth.

3.2 TARGET POPULATIONS

The campaign shall be directed particularly to drivers over 65, their families, health and transportation providers, as well as the general public.

3.3 FINANCING

Services will be financed through a grant from the National Highway Transportation Safety Administration, through the Virginia Department of Motor Vehicles. Matching funds of twenty percent (20%) are required. (For example, a \$140,000 grant requires \$35,000 in matching funds.)

3.4 REPORTING REQUIREMENTS

Progress reports shall be provided to the Virginia Department for the Aging by the following dates:

- April 17
- July 17
- October 15

Each Progress Report shall address the progress of the project, including, but not limited to:

1. Assessment of the campaign's plan with actual accomplishments; during the past quarter;
2. expected follow-up;
3. changes/problems with the plan and how they will be addressed;
4. a financial summary of expenditures, including twenty percent (20%) matching funds, which may be in-kind goods and services provided by the contractor, added value advertising, or cash;
5. planned accomplishments for the next quarter; and
6. Website hits.

4.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

4.1 GENERAL REQUIREMENTS

4.1.1 RFP Response

In order to be considered for selection, the Offeror must submit a complete response to the RFP. **One (1) original and four (4) copies of each proposal must be submitted to the State Agency.** The Offeror shall make no other distribution of the proposal.

4.1.2 Proposal Preparation

An authorized representative of the Offeror shall sign the proposal. All information requested should be submitted. Failure to submit all information requested may result in the State Agency requiring prompt submission of missing information and/or giving a lower evaluation of the proposal. Proposals that are substantially

incomplete or lack key information may be rejected by the State Agency.

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.**

Proposals should be typed/printed with a minimum of a 12-point font, on 8½" x 11" paper, with at least one-inch margins. Do not exceed seven (7) pages, single-sided, including Table of Contents and Budget for the proposal. You may include a one-page appendix of your company's background information.

Proposals should be organized in the order in which the requirements are presented in the RFP. The proposal should contain a Table of Contents that cross-references the RFP requirements. All pages of the proposal should be numbered. Each paragraph/section in the proposal should reference the paragraph number of the corresponding section of the RFP and repeat the title of the requirement as it appears in the RFP. If a response covers more than one (1) page, the paragraph number should be repeated at the top of the next page. Information 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.

Each copy of the proposal should be contained in a single unbound volume where practical. All documentation submitted with the proposal should be contained in that single volume.

Ownership of all data, materials and documentation originated and prepared for the Commonwealth of Virginia pursuant to the RFP shall belong exclusively to the Commonwealth of Virginia 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 protection of *Code of Virginia*, § 2.2-4342F, 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

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material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

4.1.3 Identification of Proposal Envelope

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

Response To: Virginia GrandDriver Campaign, RFP #163-09-03

Due Date and Time: December 12, 2008, 4:00 p.m.

From:

Name of Offeror

Street or Box Number

City, State, Zip Code

The envelope must be addressed as directed on the RFP Cover Sheet. Proposals may be mailed or hand delivered. No other correspondence or other proposals should be placed in the envelope.

4.1.4 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 State 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 State Agency will schedule the time and location of these presentations. Oral presentations are an option of the State Agency and may or may not be conducted.

4.2 SPECIFIC PROPOSAL REQUIREMENTS

Proposals should be thorough and concise, but with sufficient detail to allow the State Agency to properly evaluate your capabilities to provide

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the required services. All Offerors are required to submit the following items and information as a complete proposal.

Cover Sheet

Return the RFP cover sheet, signed and completed as required. Failure to submit a proposal with the official cover sheet may be a cause for rejecting the proposal.

4.2.1 Table of Contents

Include a Table of Contents that cross-references the RFP requirements.

4.2.2 Nature of Project:

The Offeror must clearly and concisely describe the project. Do not exceed fifty (50) words.

4.2.3 Plan for Providing Services

This section must provide a detailed description of how you will expand and enhance the Virginia GrandDriver Campaign.

- Description of the services/activities that are to be provided. The goals and objectives must be clearly defined, measurable and time related.
- Explanation as to how the services/activities will be provided.
- A clear description of the key markets of the Commonwealth that will be targeted.

4.2.4 Staffing

Provide the information below about staffing:

- Provide the qualifications of key personnel that will be involved in this project.
- Indicate the details of any provisions for subcontracting.

4.2.5 Timetable

Provide an explanation as to when the services/activities will be implemented. Complete an implementation plan listing feasible target dates for the beginning and end of each activity.

4.2.6 Budget

Provide a proposed budget for the period January 15, 2009 through September 30, 2009 to include twenty percent (20%) matching funds.

5.0 PROPOSAL EVALUATION CRITERIA AND AWARD OF CONTRACT

Proposals will be evaluated by a committee selected by the State Agency. The evaluation committee will submit recommendations for funding to the State Agency. The State Agency reserves the right of final approval and the right to reject any and all proposals. Except as provided in Section 5.2 below this procurement shall be governed in all respects by the provisions of Chapter 7, Title II of the *Code of Virginia* (The Virginia Public Procurement Act).

5.1 EVALUATION CRITERIA

Proposals shall be evaluated by the Evaluation Committee using the criteria listed below. Subheadings under the criteria indicate the **type** of factors to be considered, but are not necessarily inclusive. **Evaluation will be made and points awarded based solely on the information contained in the proposal.**

<u>Criteria</u>	<u>Point Value</u>
1. Plan for Expansion of the Virginia GrandDriver Campaign	50
<ul style="list-style-type: none">• Probable effectiveness in achieving campaign goals and objectives• Creativity of media strategy• Website hosting and adequacy of website management• Qualifications of staff and/or subcontractors• Reasonableness and adequacy of implementation plan• Adequacy of plan program evaluation Points in this category will be awarded based on how clearly and creatively your proposal addresses the portion of the Virginia GrandDriver Campaign addressed in Section 3.1.	
2. Timetable	10
<ul style="list-style-type: none">• Adequacy and reasonableness of timetable for activities and outcomes	
3. Budget	20
<ul style="list-style-type: none">• Effectiveness of use of funds• Adequacy of Budget Narrative that includes expenditure categories and amount.• Description of source of twenty percent (20%) minimum matching funds	

- Overall reasonableness of budget

4. SWaM

20

- Small, Women or Minority-owned businesses registered with the Virginia Department of Minority Business Enterprise

TOTAL

100

5.2 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. The State Agency shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to Offeror(s) within the constraints of the budget. 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 one (1) Offeror is fully qualified, or that one (1) 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 this solicitation and the Contractor's proposal as negotiated.

6.0 IMPORTANT DATES

Deadline for Receipt of Proposals: December 12, 2008, 4:00 P.M.

7.0 GENERAL TERMS AND CONDITIONS

7.1 VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any revisions thereto, which are hereby incorporated into any resulting 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 <http://www.eva.state.va.us> under "Manuals."

7.2 APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the

Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The State 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.

- 7.3 ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis or 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 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 Ten Thousand (\$10,000.00) Dollars the provisions of 7.3.1 and 7.3.2 below shall apply.

- 7.3.1** During the performance of any resulting contract, the Contractor agrees as follows:

7.3.1.1 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 operations of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

7.3.1.2 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.

7.3.1.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

7.3.2 The Contractor will include the provisions of 7.3.1 above in every subcontract or purchase order over Ten Thousand (\$10,000.00) Dollars, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

7.7 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.

7.8 MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPS: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal.

Modifications 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.

7.9 CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the person 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 State Agency.

7.10 PAYMENT:

7.10.1 TO PRIME CONTRACTORS:

7.10.1.1 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).

7.10.1.2 Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or deliver, whichever occurs last. This shall not affect offers or discounts for payment in less than thirty (30) days, however.

7.10.1.3 All good 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.

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

7.10.1.5 Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors

should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, §2.2-4363).

7.10.2 TO SUBCONTRACTORS: A Contractor awarded a contract under this solicitation is hereby obligated:

7.10.2.1 To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract or to notify the State Agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

7.10.2.2 To pay the subcontractor(s) interest at the rate of one (1%) 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 7.10.2.1 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.

7.10.3 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.

7.10.4 The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

- 7.11 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.
- 7.12 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 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 investigation 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 contemplated therein.
- 7.13 TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.
- 7.14 ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- 7.15 DEFAULT:** In case of failure to deliver 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 that the Commonwealth may have.

- 7.16 ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over Fifty Thousand (\$50,000.00) Dollars, as a result of this solicitation, the State Agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of ten (10) days.
- 7.17 DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensing, 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 Ten Thousand (\$10,000.00) Dollars, 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 connections with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensing, possession or use of any controlled substance or marijuana during the performance of the contract.
- 7.18 NONDISCRIMINATION OF CONTRACTORS:** An offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless 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.
- 7.19 eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the

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Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA internet e-procurement solution either through the eVA Basis Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

7.19.1 eVA Basic Vendor Registration Service: Twenty-Five (\$25.00) Dollars Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

7.19.2 eVA Premium Vendor Registration Service: Twenty-Five (\$25.00) Dollars Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basis Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

7.19.3 For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

7.19.3.1 DMBE-certified Small Businesses: one (1%) percent, capped at Five Hundred (\$500.00) Dollars per order,

7.19.3.2 Businesses that are not DMBE-certified Small Businesses: one (1%) percent, capped at Fifteen Hundred (\$1,500.00) Dollars per order.

7.20 AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the State Agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

8.0 SPECIAL TERMS AND CONDITIONS

8.1 AMENDMENT OF CONTRACT: The Contractor shall submit to the State Agency for prior approval all requests for and reasonable documentation of necessary changes, additions or deletions in any resulting contract. The Contractor shall submit a written contract amendment request, subject to approval by the State Agency and signed by both parties, if it intends to change the scope of a service, change the arrangements by which a service is delivered, or make any other substantive change in

service delivery or expenditure of funds awarded under any resulting contract.

The State Agency may, from time to time, require changes in the scope of work to be performed or the period of performance by the Contractor through the Contract. Such changes, including any increase or decrease in the amount of funds available for the Contractor, shall be incorporated in written amendments to the Contract according to the procedures established by the State Agency. The State Agency shall also make other required changes; therefore, the Contractor agrees that:

- 8.1.1 Any alterations, additions or deletions to any resulting contract that are required by changes in federal or state statutes, regulations, executive orders and directives are automatically incorporated on the date designated by statute, regulations or directive;
 - 8.1.2 The State Agency shall have the right to make unilateral contract amendments to conform to federal or state statutes, regulations, directives, executive orders and availability of funds;
 - 8.1.3 The Contractor shall notify the State Agency within five (5) working days of inability to conform to a unilateral amendment.
- 8.2 **BONDING AND INSURANCE:** In administering any resulting contract, the Contractor shall observe its regular requirements and sound management practices with respect to bonding and insurance and, likewise, shall comply with related federal, state and local statutory and regulatory requirements.
- 8.3 **CANCELLATION OF CONTRACT:** The State Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days' written notice to the Contractor. 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.
- In the event of cancellation and termination, the Contractor shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract as determined by the State Agency. The Contractor, however, shall return all unspent funds to the State Agency, as instructed by the State Agency.
- 8.4 **CONFIDENTIALITY:** The Contractor shall ensure that no information about, or obtained from, an individual by an agency providing services to that individual under this Contract shall be disclosed in a form that identifies the individual without the written consent of such individual or

his/her legal representative, unless the disclosure is required by court order or by state or federal laws applicable to the services provided under this Contract.

- 8.5 CONFLICT OF INTERESTS:** If the Contractor is a unit of a local governing body or a group of such bodies in a joint exercise of powers, the provisions of the State and Local Government Conflict of Interests Act, §§2.2-3100 through 2.2-3131 of the *Code of Virginia* and the *Virginia Freedom of Information Act*, §2.2-3700 et seq. of the *Code of Virginia*, shall apply.

If the Contractor is not a unit of a local governing body or a joint exercise of powers, no officer or member of the governing board or Board of Directors or employee of the Contractor shall:

Be a subcontractor, grantee, or subgrantee of the Contractor other than in his contract of employment, or be an employee, officer, or board member of a subcontractor, grantee, or subgrantee of the Contractor. The fact any such subcontract, grant, or subgrant is awarded after competitive bidding or by negotiation shall be irrelevant; or

Have a material financial interest in a subcontract, grant or subgrant of the Contractor, other than his contract of employment. "Material financial interest" shall include a personal and pecuniary interest accruing to the officer or member of the Contractor's governing board or Board of Directors, or employee, to his spouse or to any other person who resides in the same household. For purposes of this Contract, the ownership of an interest of three (3%) percent or more in a firm, partnership or other business, or aggregate annual income, exclusive of dividend income and interest income, of Ten Thousand (\$10,000.00) Dollars or more, from a firm, partnership or other business shall be deemed to be a material financial interest in such firm, partnership or other business; or

Be a purchaser of any sale made by the Contractor; or

Solicit or accept money or any other thing of value, except compensation, expenses, or other remuneration paid directly to him or approved for him by the Contractor for services performed within the scope of his official duties.

The specified restrictions, however, shall not be interpreted to prohibit members of City Councils or County Boards of Supervisors from being

selected officially to represent their governments as member of the governing board, or Board of Directors of the Contractor.

8.6 COVENANT AGAINST CONTINGENT FEES: The Contractor warrants that no person or selling agency or other organization has been employed to solicit or secure any resulting contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the State Agency shall have the right to terminate any resulting contract without liability or, in its discretion, to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or seek other remedies as legally may be available.

8.7 EXPENDITURE OF FUNDS: The Contractor shall not cause actual or potential annual expenditures to a particular state fund source to exceed the amount obligated from that source or cause misallocation of expenditures among fund sources for Contract activities.

Upon the discovery of circumstances suggesting a reasonable possibility that a fraudulent transaction has occurred involving funds or property under this Contract, the Contractor shall promptly report such information to the State Agency.

Contract funds may be used to supplement, but shall not supplant, current local Contract program activities. The Contractor must maintain its current level of effort, if any, in local Contract program activities.

The Contractor shall return any unspent monies to the State Agency, as instructed by the State Agency at the end of the contract period.

8.8 INDEMNIFICATION: The Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from work performed under this Contract. No person performing work pursuant to this Contract shall be deemed an employee of the Commonwealth. Nothing contained herein shall be deemed an expressed or implied waiver of the sovereign immunity of the Commonwealth of Virginia.

8.9 LICENSURE/CERTIFICATION REQUIREMENTS: The Contractor shall assure that where state or local public jurisdictions require licensure or certification for the provision of services, agencies or individuals providing such services under this Contract shall be licensed/certified in good standing.

8.10 OBLIGATION OF FUNDS: For support of work described in any resulting contract, subject to availability of funds, the State Agency obligates funds as specified in the Compensation portion of any resulting contract.

8.11 OWNERSHIP OF INTELLECTUAL PROPERTY: The Contractor is prohibited from copyrighting any documents, reports, forms, databases, programs, or other materials created in the course of performing any resulting contract, and from obtaining any patent on these or any invention or other discovery resulting from its performance under the terms and conditions of the contract.

The Commonwealth of Virginia shall retain all rights, title and interest in any and all intellectual property generated, created, or developed as a result of any resulting contract.

Any publications created by the Contractor through the use of funds awarded under any resulting contract shall contain a clause referencing that the publication is made available from funds received from the Virginia Department for the Aging and the Virginia Department of Motor Vehicles.

8.12 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under any resulting contract and all subcontractors that he may utilize, using its best skill and attention. Subcontractors who perform work under the contract shall be responsible to the prime Contractor. The Contractor agrees that it 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.

8.13 RECORDS AND REPORTS: The Contractor shall keep records and make reports containing information in the form required by the State Agency. The Contractor shall maintain accounts and documents that shall permit prompt determination of the status of funds and the level of services provided under this Contract, including the disposition of all monies received from the State Agency and the nature and amount of all charges claimed against such funds.

The Contractor shall maintain auditable records that clearly document the amount of staff time spent on the Contract activities and tasks.

All fiscal reports are to be prepared on a modified accrual basis. If the Contractor's accounting records are not kept on that basis, the Contractor shall develop the necessary accrual information through analysis of pertinent documentation on hand.

The Contractor shall retain all books, records and other documents relative to this Contract for five (5) years after the final report or until any questioned audit cost is cleared, whichever is later. The State 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.

The Contractor agrees to include in all subcontracts or other agreements for the purchase of goods and services a provision that the Contractor and its authorized agents shall have access to any books, documents, papers, and records of the subcontractor that are directly pertinent to that specific agreement.

- 8.14 REIMBURSEMENT:** Subject to availability of funds, the State Agency agrees to reimburse the Contractor for expenditures up to and not exceeding the maximum amount provided under any resulting contract, as set forth in the Summary of Obligations.

Payment will be bound by the approved budget referenced in 8.10 above, as presented, which shall be strictly construed.

The State Agency reserves the right to disallow costs and/or withhold payment if the Contractor fails to comply with statutes, regulations, policies, procedures, or other directives applicable to any resulting contract.

The State Agency reserves the right to modify or add reimbursement policies, as appropriate, to assure compliance with statutes, regulations, policies, procedures, or other directives applicable to any resulting contract.

- 8.15 RENEWAL OF CONTRACT:** Any resulting contract may be renewed by the Commonwealth upon written agreement of both parties for up to five (5) successive one (1) year periods, under the terms and conditions of any resulting contract, and at a reasonable time (approximately ninety [90] days) prior to the expiration so long as there are available funds and the contractor has complied with all the terms of the agreement and demonstrated effective operation consistent with its proposal as determined by the State Agency.

The contractor will submit a budget for successive years funding ninety (90) days prior to the end of the contract period. The State Agency will review the budget and if necessary negotiate the budget amount.

- 8.16 SEVERABILITY:** Each paragraph and provision of the contract is severable from the entire contract; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

8.17 SUBCONTRACTORS: No portion of the work shall be subcontracted without prior written consent of the State Agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the State 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.

8.18 SMALL BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

8.18.1 It is the goal of the Commonwealth that forty (40%) percent of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offers are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

8.18.2 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 State Agency on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or

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service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.