



COMMONWEALTH of VIRGINIA

Thelma D. Drake
Director

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION
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RICHMOND, VA 23219

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VIRGINIA RELAY CENTER
1-800-828-1120 (TDD)

Contract for General Communications and Marketing Consultant Services

Contract Number 505-14-CC0002

THIS CONTRACT for General Communications and Marketing Consultant Services is entered into this 30th day of July, 2013 by Siddall Communications, LLC, (the "Contractor"), and Commonwealth of Virginia, Department of Rail and Public Transportation, (the "Department" or "Purchasing Agency").

WHEREAS, on April 24, 2013, in keeping with the Virginia Public Procurement Act, §§ 2.2-4300 *et seq.* of the *Code of Virginia* (the "Act"), the Department issued Request for Proposal number 505-13-RR0002 (the "RFP") seeking competitive negotiation for General Communications and Marketing Consultant Services; and

WHEREAS, on May 20, 2013, the Contractor submitted a proposal (the "Proposal"), which is hereto attached and marked as Exhibit B; and

WHEREAS, after consideration and evaluation of all the proposals pursuant to the Act, the Department has determined that a contract should be awarded to the Contractor.

NOW THEREFORE, in consideration of mutual covenants, promises and agreements herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF WORK: The Contractor shall provide the services to the Department as set forth in the following:

- a. The RFP, which is hereto attached, marked as Exhibit A, and made a part of this document:
- b. The Proposal, which is hereto attached, marked as Exhibit B and made a part of this document, and the negotiated modifications to the proposal dated July 18, 2013, which is hereto attached, marked as Exhibit C, and made a part of this document.

The Smartest Distance Between Two Points
www.drpt.virginia.gov

2. **TERM.** The term of this contract shall be for a period of three years, renewable for up to two successive one-year periods.

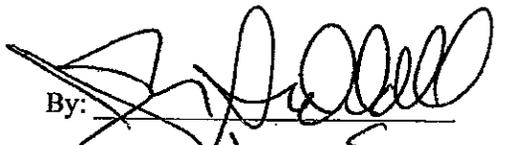
3. **CERTIFICATION REGARDING LOBBYING:** The Contractor hereby certifies that it is in compliance with 49 C.F.R. pt. 20, Certification Regarding Lobbying.

4. **NOTICE TO PROCEED:** No work shall be done by the Contractor prior to receipt of written notice to proceed in the form of an eVA Task Order from the Department Contract Manager. The Department will not be responsible for payment for work done in advance of such notice.

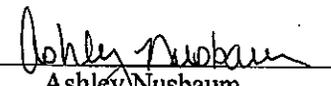
5. **ADDITIONAL TERMS:** This will be a Requirements contract with fixed labor rates. The consideration for Task Orders will be paid on a fixed billable rate basis using fully loaded hourly bill rates as shown in the attachment. The fully loaded hourly bill rates will remain constant for the first three years of the contract. Fees for specific task assignments shall be in accordance with the Price/Cost Chart included in the Final Price Schedule for the approved individuals assigned to the task. Task Orders may be issued on a fixed price or time and materials basis. All Task Orders will have a maximum cost.

IN TESTIMONY THEREOF, the parties have caused this contract to be executed, each by its duly authorized officers, all as of the day, month, and year first written.

**SIDDALL
COMMUNICATIONS, LLC**

By: 
Name: JOHN SIDDALL
Title: CEO
Date: Aug 2, 2013

**DEPARTMENT OF RAIL AND
PUBLIC TRANSPORTATION**

By: 
Ashley Nusbaum
Financial Compliance and
Procurement Analyst
Date: August 2, 2013

REQUEST FOR PROPOSAL

505-13-RR0002

General Communications and Marketing Consultant Services Contract

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

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

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

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



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Request for Proposal (RFP) Cover Sheet

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

Issue Date: **April 24, 2013**

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

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

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

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

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

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

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

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

Name and Address of Firm:

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

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

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

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REQUEST FOR PROPOSAL

General Communications and Marketing Consultant Services Contract

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General Communications and Marketing Consultant (GCMC) Services Contract

I. PURPOSE

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

II. CONTRACT AMOUNT AND TERM

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

III. BACKGROUND

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

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

IV. STATEMENT OF NEEDS

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

A. Marketing Program

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

B. DRPT Study and Report Production

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

C. DRPT Communication Initiatives

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

D. Public Participation Program Support

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

(vii) Compile public comments and producing public comment reports

E. DRPT Brand Development

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

F. Promotional Items and Display Materials Development and Production

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

G. Media, Public Speaking and Communications Training

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

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

PROPOSED PROCUREMENT SCHEDULE:

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

GENERAL REQUIREMENTS

1. RFP Response

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

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

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

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

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

Name of Procurement Officer **ASHLEY NUSBAUM**

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

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

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

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

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

2. Written Proposal Preparation

- A. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in DRPT requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected by DRPT at its discretion.
- B. Proposals must be organized in the order in which the requirements are presented in the RFP. All pages of the proposal must be numbered. Each section in the proposal must reference, by requirement section and subsection, the corresponding section of the RFP. It is also helpful to repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the requirement section and subsection must be repeated at the top of the next page. The proposal must contain a table of contents which cross-references the RFP requirements.

Information which the Offeror desires to present that does not fall within any of the requirements of the RFP must be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

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

SPECIFIC PROPOSAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

VI. EVALUATION AND AWARD CRITERIA

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

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

B AWARD TO MULTIPLE OFFERORS - DRPT reserves the right to make multiple awards as a result of this solicitation. Selection shall be made of multiple Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the RFP. Negotiations shall be conducted with the Offerors selected. After negotiations have been conducted with each Offeror selected, the agency shall select the Offerors, which, in its opinion, have made the best proposal and shall award the contract to those Offerors. Should DRPT determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

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

DRPT may cancel this RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. (*Code of Virginia § 2.2-4359(D).*)

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

VII. REPORTING AND DELIVERY REQUIREMENTS

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

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

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

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

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

Quarterly Reporting Schedule

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

*Next business day if 15th of the month is a weekend or holiday

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

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

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

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

IX. ATTACHMENTS

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

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

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

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

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

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

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

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

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

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

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

Attachment A

REQUIRED GENERAL TERMS AND CONDITIONS

1. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under Vendors Manual on the vendors tab.

2. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation concerning it shall be brought in the courts of the Commonwealth. The agency and the Offeror are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Offeror shall comply with applicable federal, state and local laws, rules and regulations.

3. ANTI-DISCRIMINATION: By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided. However, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia* § 2.2-4343.1(E)).

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

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

1. The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona-fide occupational qualification reasonably necessary to the normal operation of the Offeror. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

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

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

5. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Department of Rail and Public Transportation (DRPT), the Offeror certifies that the Offeror does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

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

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

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

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

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10. PAYMENT:

A. To Prime Offeror:

1. Invoices for items ordered, delivered and accepted by DRPT shall be submitted monthly by the Offeror directly to the payment address shown on the purchase order. All invoices shall show the DRPT contract number, eVA purchase request number; social security number (for individual Offerors) or the federal employer identification number (for proprietorships, partnerships, and corporations), a detailed list of any products delivered, and all applicable tasks for which payment is being requested.

2. Payment will be made (in accordance with the Virginia Prompt Payment Act) within 30 days after receipt of valid invoice and verification of satisfactory goods received and/or completion of work. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days. Final invoices shall be submitted within 90 days after the end date of the task order. As negotiated within the contract, payments may be reduced for retainage until the satisfactory completion of each task.

3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Offeror at the contract price, regardless of which public agency is being billed.

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

5. Unreasonable Charges – Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Offerors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, DRPT shall promptly notify the Offeror, in writing, as to those charges which it considers unreasonable and the basis for the determination. An Offeror may not institute legal action unless a settlement cannot be reached within 30 days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

B. To Subcontractors:

1. An Offeror awarded a contract under this solicitation is hereby obligated:

- a. To pay subcontractors within seven days of the Offeror's receipt of payment from DRPT for the proportionate share of the payment received for work performed by the subcontractors under the contract; or
- b. To notify DRPT and the subcontractors, in writing, of the Offeror's intention to withhold payment and the reason.

2. The Offeror is obligated to pay subcontractors interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Offeror that remain unpaid seven days following receipt of payment from DRPT, except for amounts withheld as stated

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

3. Each prime Offeror who wins an award in which provision of a SWAM procurement plan is a condition of award, shall deliver to DRPT, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by DRPT or other appropriate penalties may be assessed in lieu of withholding such payment.
4. DRPT encourages Offerors and subcontractors to accept electronic and credit card payments.

11. PRECEDENCE OF TERMS: Paragraphs 1-10 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

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

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

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

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

- A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- B. DRPT may order changes within the general scope of the contract at any time by written notice to the Offeror. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment and the place of delivery or installation. The Offeror shall comply with the notice upon receipt. The Offeror shall be compensated for any additional costs incurred as the result of such order and shall give DRPT a credit for any savings. Said compensation shall be determined by one of the following methods:
 1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Offeror accounts for the number of units of work performed, subject to DRPT's right to audit the Offeror's records and/or to determine the correct number of units independently; or

3. By ordering the Offeror to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Offeror shall present DRPT with all vouchers and records of expenses incurred and savings realized. DRPT shall have the right to audit the records of the Offeror as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to DRPT within 30 days from the date of receipt of the written order from DRPT. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's *Vendors Manual*. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Offeror from promptly complying with the changes ordered by DRPT with the performance of the contract generally.

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

17. INSURANCE: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The Offeror further certifies that the Offeror and any subcontractor will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

- A. Worker's Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Offerors who fail to notify DRPT of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- B. Employer's Liability: \$100,000.
- C. Commercial General Liability: \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- D. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

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

19. DRUG-FREE WORKPLACE: During the performance of this contract, the Offeror agrees to (i) provide a drug-free workplace for the Offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in

all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

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

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

21. eVA Business-To-Government Vendor Registration: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to DRPT shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All Offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

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

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

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

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

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

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

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

23. SET-ASIDES: This solicitation is set-aside for DMBE-certified small business participation only when designated “SET-ASIDE FOR SMALL BUSINESSES” in the solicitation. DMBE certified small businesses are those businesses that hold current small business certification from DMBE. This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification. For purposes of award, Offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of proposals.

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

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

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ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

9. SMALL BUSINESS SUBCONTRACTING PLAN AND EVIDENCE OF COMPLIANCE:

Each prime Offeror who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to DRPT on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. The Offeror shall use Attachment E - Quarterly SWAM Report or other form approved by DRPT to report amounts paid to SWAM businesses on a quarterly basis as well as paid to date. Said attachment or other approved form shall be submitted by the 15th of the month for the prior month to Ashley Nusbaum, Procurement Officer, at ashley.nusbaum@drpt.virginia.gov. When such business has been subcontracted to these firms and upon completion of the contract, the Offeror agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment may be withheld until compliance with the plan is received and confirmed by the agency or institution. DRPT reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

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

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

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

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

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

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

All copyright material created pursuant to this contract shall be considered work made for hire and shall belong exclusively to DRPT. Neither DRPT, nor the Offeror intends that any copyright material created pursuant to the contract, together with any other copyright material with which it may be combined or used, be a “joint work” under the copyright laws. In the case that either in whole or part of any such copyright material not be deemed work made for hire, or is deemed a joint work, then Offeror agrees to assign and does hereby irrevocably assign its copyright interest therein to DRPT. DRPT may reasonably request documents required for the purpose of acknowledging or implementing such assignment.

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

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

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

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

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

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

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

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

17. PROTECTION OF PERSONS AND PROPERTY:

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

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

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

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

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

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

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

21. CONTINUITY OF SERVICES:

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

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

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

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

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ATTACHMENT C

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

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

Definitions

“Small business” means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.
(Code of Virginia, § 2.2-4310)

“Women-owned business” means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.
(Code of Virginia, § 2.2-4310)

“Minority-owned business” means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.
(Code of Virginia, § 2.2-4310)

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

A. If the Offeror is certified by DMBE as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned If the Offeror is certified by DMBE as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.

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

Section A

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

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification Number: _____ Certification Date: _____

Section B

Populate the table below to show the firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall include DMBE-certified women-owned and DMBE-certified minority-owned businesses that meet the small business definition and have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

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

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

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ATTACHMENT F

Agencies Funded by DRPT

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

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

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ATTACHMENT H

Disadvantaged Business Enterprises (DBE) Subcontractor Report

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

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ATTACHMENT I

State Corporation Commission Form

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

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

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



**VIRGINIA DEPARTMENT OF RAIL
AND PUBLIC TRANSPORTATION RFP**

MAY 20, 2013

SIDDALL

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Understanding of Work and Plan for Providing Services



Tab 1 Understanding of Work and Plan for Providing Services

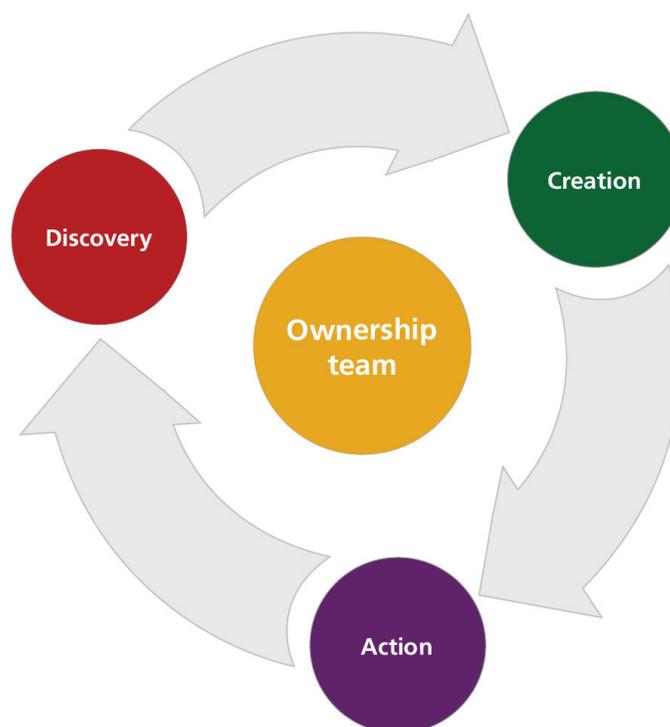
The Offeror must provide a detailed description of its understanding of the services to be provided with descriptions of the approach and procedures employed on similar projects elsewhere. The Offeror must describe the process it will follow to respond to a specific purchase order request from DRPT.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

We will use TAB 1 to demonstrate our understanding of the services needed in section A through G in the Statement of Needs.

We have broken your question into three segments. First, we will address: **“The Offeror must provide a detailed description of its understanding of the services to be provided with descriptions of the approach and procedures employed on similar projects elsewhere.”**

To begin, we would like to share our approach to developing Marketing Programs for clients. Ours is a collaborative process in which an integrated team of agency experts work with clients to develop comprehensive strategies and tactics to address stated objectives.

Our process has three steps: **Discovery, Creation and Action.**



1. Understanding of Work and Plan for Providing Services

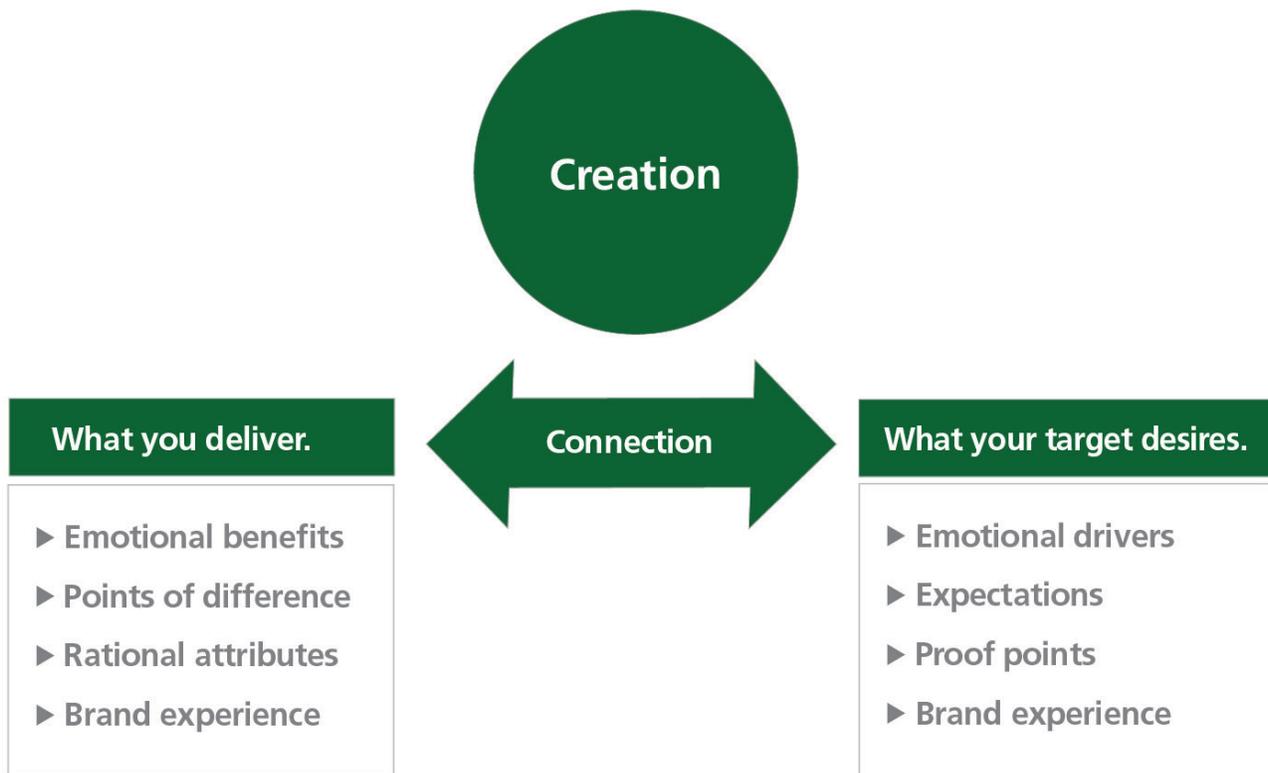
To determine the strengths of an organization's brand and the culture associated with it, we need to assess internal motivations and beliefs in the context of external perceptions of the firm. In short, we need to assess and understand audience perceptions both inside and outside the organization.

In the **Discovery** phase, we do an extensive amount of information gathering and research in order to identify key challenges and opportunities while also pinpointing emotional drivers that motivate your target audiences. The identification and analysis of these elements helps us begin to articulate your brand strengths while also defining key emotional qualities that drive action.



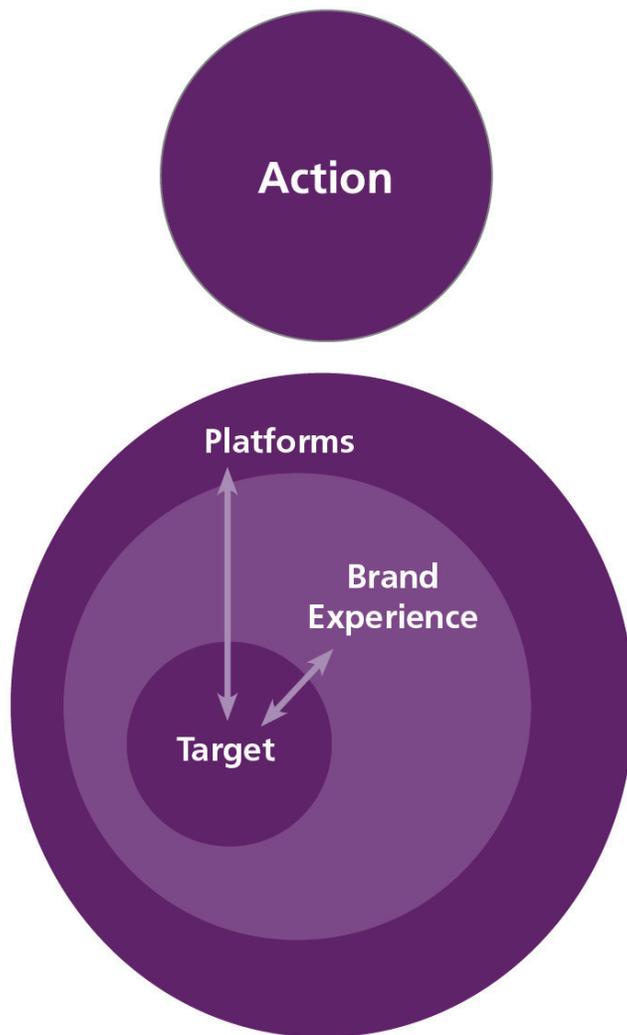
1. Understanding of Work and Plan for Providing Services

With the rich information gathered through our Discovery process, we move to **Creation**, where we develop strategic communication tools that can be used throughout the development of an organization's communication efforts. In this stage we combine all major departments within the agency to develop the best positioning for your brand, the best messages to persuade your audiences and the right tone for the communications.



1. Understanding of Work and Plan for Providing Services

In the **Action** phase of our process, we bring an integrated, creative media outreach program to life. We seek engagement, interaction and dialogue with our targets, measured by previously established metrics. The beauty of the digital world is that we can measure action and improve our efforts, continuously. Based on metrics, we monitor programs and select messages with the highest performance. This makes our clients' dollars work most effectively while we build a solid base of knowledge for our next efforts.



A. Marketing Program

Siddall has worked with the Virginia Department of Transportation since 1995 on **campaign development (i)** projects, large and small. Over the course of our contract we have **developed and produced creative advertising (iv)** and **developed and implemented educational strategies (viii)** that inform the public about major construction projects and introduce new products and services. We collaborate with VDOT to communicate on traditional media platforms through paid media using **marketing and media planning (ii)** and earned media through **public relations, outreach and marketing support (iii)** to ensure we reach all of the audiences of the Commonwealth. We have processes and procedures that ensure the development of compelling and effective marketing programs that maximize the Commonwealth's budget. Furthermore, we **provide ongoing evaluation on the effectiveness of marketing activities (xii)** with mutually agreed upon benchmarks to maximize impact and ensure accountability.

Overall, the results of these marketing programs have been smoother and safer travel throughout the Commonwealth. Because of our **brand management (v)** discipline, it is clear that all VDOT programs are part of the same voice and public agency. Because we use research to justify every aspect of our marketing programs, their success has been recognized and honored by national organizations as best practices in communications for transportation.

Dulles Toll Road HOV lanes in Northern Virginia

Our first assignment for VDOT was to help with **public relations, outreach, and marketing support (iii)**. On this assignment, the PR effort focused on issues management and crisis communications. In 1992, new HOV lanes had been introduced on the Dulles Toll Road (DTR) but then rescinded because of public opposition. People didn't accept HOV because they didn't understand the benefits. Nevertheless, with traffic volume growing at an alarming rate, VDOT leadership understood that HOV lanes were the only answer to managing traffic and encouraging economic development. Siddall was selected to help

1.A. Marketing Program

re-introduce HOV lanes to Northern Virginia in this tense environment. The objectives of the campaign were to:

- Change behaviors: have as many people move thru the HOV lanes as all other lanes combined
- Increase use of Smart Tags to keep average speed up on HOV lanes
- Reduce public criticism

To find the right approach, Siddall conducted research to better understand DTR commuters' attitudes towards HOV and their willingness to use HOV lanes. We learned that, properly motivated, 10% of single drivers would form carpool, enough to justify the construction of new lanes. However, we also discovered that 26% of DTR users strongly opposed HOV lanes and unless their attitudes changed, would be vocal. We needed to **develop a compelling campaign (i)** to persuade skeptics that HOV lanes could help them.

To minimize opposition, HOV lanes would need to move as many people as the regular lanes and traffic flow in the regular lanes would need to move more quickly. In other words, all drivers would need to experience an improvement when the lanes opened. To accomplish this, Siddall and VDOT **developed a partnership and co-branding opportunity (vi)** to promote Smart Tag – a pre-paid electronic toll pass which allows drivers to pass through a toll without stopping – to demonstrate the benefits of faster travel on the HOV lanes. This new technology provided a great platform for our hybrid public relations dove-tailed-with-advertising effort. The **marketing and media plan (ii)** focused on newspaper and radio (including the Hispanic market). We **developed and produced collateral materials (x)** and direct mail pieces about HOV and Smart Tag that went to 80,000 DTR commuters. **Event planning (xi)** included on-site promotions at area park-and-ride lots, which were sponsored by local merchants. NPR sponsorships reached out to opinion makers and business leaders. We held a media briefing a few days before the lanes opened to offer positive story ideas, dispel misconceptions and answer questions. It paid off.

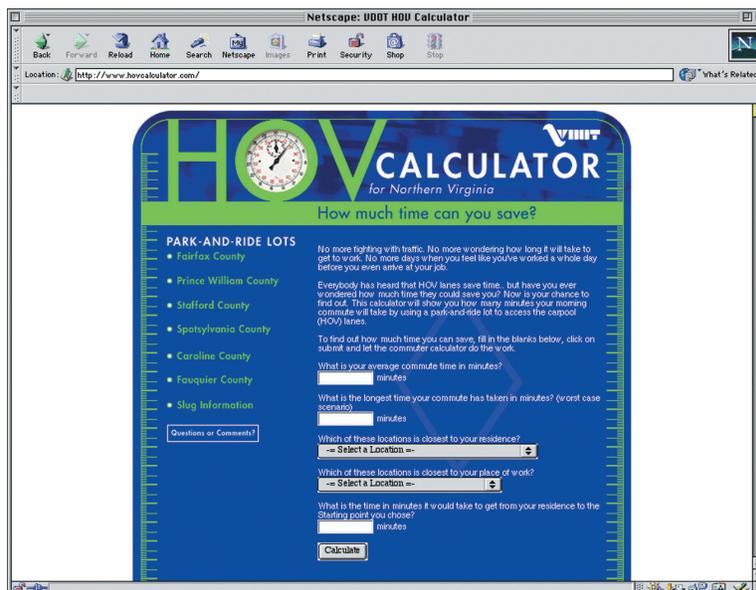
Opening day was an overwhelming success.

- All media coverage was positive.
- *The Washington Post* actually marveled at the success of the opening.
- There was minimal vocal opposition.
- Smart Tag sales increased 30 percent.
- And, beginning with opening day, the HOV lanes moved as many people as all the regular lanes.

VDOT was back in the HOV business and all communications objectives were achieved. We continued to work with VDOT on I-95 and I-495 HOV marketing beyond the launch to maintain public support and encourage use. In this second round, the agency started by conducting focus group research and discovered that telling commuters they'd "save time" carpooling wasn't a strong enough motivator. Drivers wanted to know exactly how much time they would save. This led to the creation of a multi-year campaign utilizing broadcast, print, highly-targeted direct mail, **e-mail and web-based marketing (vii)**. Each message offered specific time savings from a number of popular origins and destinations. Siddall **created and maintained a database-driven website (ix)** known as HOVcalculator.com that let residents of the area identify where they lived and where they worked and instantly calculate how much time they could shave off their commute.

Results

I-95 and I-495 HOV Marketing Creative



The image shows a screenshot of a Netscape browser window displaying the "HOV Calculator" website. The browser title is "Netscape: VDOT HOV Calculator" and the address bar shows "http://www.hovcalculator.com/". The website has a blue and green color scheme. At the top, it says "HOV CALCULATOR for Northern Virginia" with a clock icon. Below this, it asks "How much time can you save?". There are two main columns of text. The left column is titled "PARK-AND-RIDE LOTS" and lists several counties: Fairfax County, Prince William County, Stafford County, Spotsylvania County, Caroline County, Fauquier County, and a link for "Slag Information". There is also a "Questions or Comments?" button. The right column contains introductory text about traffic and HOV lanes, followed by a series of questions and input fields: "What is your average commute time in minutes?", "What is the longest time your commute has taken in minutes? (worst case scenario)", "Which of these locations is closest to your residence?" (with a dropdown menu), "Which of these locations is closest to your place of work?" (with a dropdown menu), and "What is the time in minutes it would take to get from your residence to the Starting point you chose?". A "Calculate" button is at the bottom of the form.

Springfield Interchange Improvement Project Creative



After the first two years of the campaign:

- HOV volumes on the newest segment of the system increased by 500 percent.
- Volumes on I-95 outside of the Capital Beltway, the most heavily traveled segment of the system, doubled.
- More importantly, public criticism of the HOV lanes was nonexistent.

511 Virginia

Our most recent project for VDOT also demonstrates our ability to complete a marketing program as outlined in Section A, Statement of Needs. Beginning in 2008, we worked with VDOT to market the 511 Virginia Traffic Information System.

Background

In February, 2005, when 511 Virginia was launched, it was recognized as one of the most innovative and highly regarded 511 systems in the country. However, without marketing support, usage and awareness of the service plateaued. VDOT asked SIR and Siddall to evaluate the **potential effectiveness of developing and launching a robust marketing campaign (xii)** in order to protect the longevity, relevance and impact of this real-time information channel.

We worked with our subcontractor, SIR, to conduct statewide research. The results indicated that the promotion of 511 as a traffic information system could be a golden opportunity for the Commonwealth. Key findings of the study showed:

- o Nearly 90% of Virginia drivers believed:
 - Congestion is bad and getting worse
 - They need real time accurate traffic information to deal with it
 - VDOT should be providing it ...free
 - And, they would admire VDOT if it provided such a service
- o 70% of prospects haven't tried 511 because they had no awareness of it
- o Once they are aware and understand 511's benefits, 66% of prospects would consider trying it
- o Finally, and most importantly, 41% of current 511 users had changed their behavior because of 511 traffic information
 - Changed routes
 - Changed time of travel or commute

The research concluded that 511 Virginia had the ability to give drivers the traffic information they needed in order to plan around or navigate through increased congestion. By creating a **comprehensive campaign (i)** communicating the benefits of the 511 service, the traveling public would be more inclined to use the service, and thus, make travel more manageable overall.

Communications Plan

Coordinated public information outreach was needed to increase awareness, consideration and use of 511 services so more of the traveling public understands how to negotiate congestion. To increase the efficiency and effectiveness of the program, it was critical to integrate **public relations (iii)**, VDOT-owned assets such as VDOT websites and rest areas, and **paid media outreach (iii)**. Fortunately, all these efforts were timed to take advantage of an upgrade in the quality of the 511 service in Virginia and with the release of a new 511 mobile app for iPhones and Android smart phones in 2011.

Recommendation: Test Market in Hampton Roads

To be smart with marketing dollars, Siddall recommended a test market approach for the campaign in one of the most congested areas of the state with lower media costs, Hampton Roads. And, to mirror the footprint of the upgraded 511 service, we supplemented this test market with **online marketing (viii)**, public relations support and coordination of the message within VDOT-owned assets across the state.

Similar to DRPT, our primary target audience was the traveling public (18 and older) who move through the congested Interstates of Northern Virginia, Fredericksburg, Richmond and Hampton Roads (along I-95 and I-64).

Public Education Paid Media (viii and ii)

This yearlong campaign began in May 2012 and ends in May 2013. Media included radio and out of home in the Norfolk/Hampton/Virginia Beach market as well as statewide internet. The goal of the campaign was to reach Virginia drivers while they were travelling or planning to travel to make them aware of the 511 service and increase its usage.

1.A. Marketing Program

When we work on media planning and buying, we understand the importance of added value, especially with state contracts. In this instance added value included 2,760 bonus :5, :10 or :15 second tags or promos, 51 community events with opportunity for VDOT to distribute literature about 511, banner ads on all radio station websites, emails blasts, on-air contests and 1,000 bonus :60 and :30 second spots.

The total media budget for this campaign was \$918,459. The added value that was secured is worth \$1,127,570. This extended the media budget by 122%.

VDOT-Owned Assets: Welcome Centers & Rest Areas

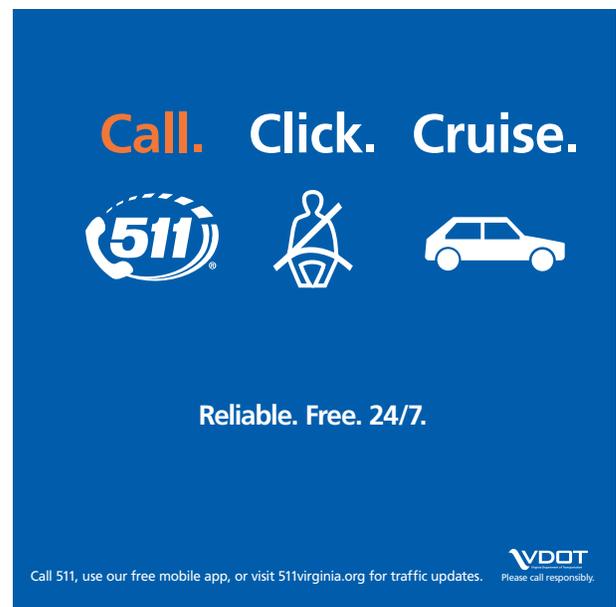
Welcome Centers and Rest Areas are a great tool for building awareness and familiarity with 511. They provide a safe environment for drivers to learn the benefits of 511 while on the interstates. Materials at two Welcome Centers, New Kent & Fredericksburg, included: restroom wall signage, stickers on stools and sidewalks, floor arrows, outside banners, signs on kiosks, rack cards and pens. Materials were also distributed at nine Welcome Centers across the state and banners were placed at 31 Rest Areas.

511 Virginia - Traffic Information System Creative



A blue rectangular advertisement for 511 Virginia. At the top center is a white icon of a gas pump nozzle. Below it, the text reads "Fill yourself in with up-to-the-minute traffic info." in white, with "Fill" in orange. At the bottom center is the 511 logo (a white circle with "511" inside) and the text "Reliable. Free. 24/7." in white. In the bottom right corner is the VDOT logo and the text "Please call responsibly." in white. At the bottom left, in small white text, it says "Call 511, use our free mobile app, or visit 511virginia.org for traffic updates."

Gas Toppers



A blue rectangular advertisement for 511 Virginia. At the top, the text "Call. Click. Cruise." is written in white, with "Call." in orange. Below this are three white icons: the 511 logo, a car seat belt icon, and a car icon. At the bottom center, the text "Reliable. Free. 24/7." is written in white. In the bottom right corner is the VDOT logo and the text "Please call responsibly." in white. At the bottom left, in small white text, it says "Call 511, use our free mobile app, or visit 511virginia.org for traffic updates."

1.A. Marketing Program



Rest Area Communications



511 Virginia Performance Monitoring **was part of our ongoing evaluations on effectiveness of marketing activities (xii)**. The 511 Marketing Plan jumped off to an encouraging start. Initial reporting showed:

511 phone calls

- June and July 2012 were the highest June and July on record.
 - o June 2012 phone calls were 38% higher than June 2011.
 - o July 2012 phone calls were 15% higher than July 2011.
 - o The Hampton Roads DMA is collectively the most requested DMA in the state.
 - o 8 of the top 15 requested metro areas and 7 of the top 8 requested bridges/tunnels are located in the Hampton Roads region

Mobile App

- o 27,605 mobile app downloads occurred in the first in ten weeks.

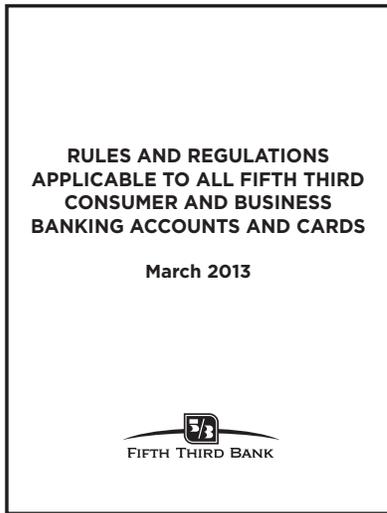
511 Website Visits

- June and July 2012 were the highest June and July on record.
 - o June 2012 website hits were 23% higher than June 2011.
 - o July 2012 website hits were 10% higher than July 2011.

While we have worked with VDOT on many projects, these two comprehensive case studies demonstrate that we have consistently and effectively provided comprehensive Marketing Programs to VDOT.

B. DRPT Study and Report Production

Siddall works closely with clients to create content for their communication needs that are on brand, on time and on budget. We understand that DRPT needs a firm that can **design, draft copy for and manage the production of DRPT reports and publications including, but not limited to, the Annual Report, DRPT Business Plan, official reports, newsletters, brochures and fact sheets (a).**



Fifth Third Bank
Rules and Regulations Manual



VDOT
511 Rack Card

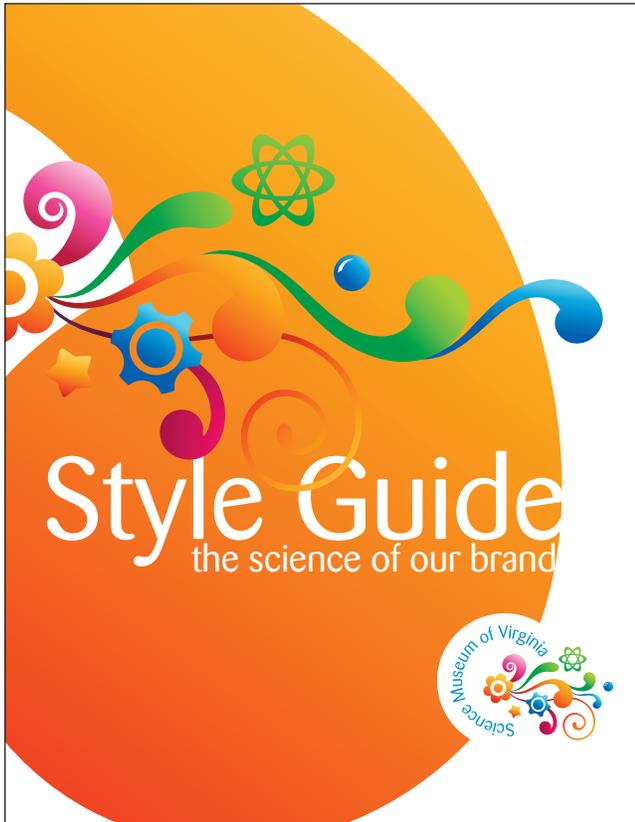


We perform similar services for state clients like VDOT and for clients in highly regulated industries like Fifth Third (5/3), a national banking client. We have thorough quality control procedures with multiple approval check points in place to make sure that all content is correct, complete and legally compliant. We have produced newsletters, brochures and fact sheets most recently for VDOT to support their needs for 511 Virginia. We have **developed mailing lists and maintained contact lists for customers and stakeholder groups (d)** on behalf of VDOT over the last 20 years. During the Springfield Interchange construction, we sent out quarterly newsletters to

1.B. DRPT Study and Report Production

area residents and major employers that were stakeholders in the progress of that project.

Furthermore, we worked with the Science Museum of Virginia to update and create **graphic standards, including color palette, fonts and templates for presentations, reports (c) for the museum's new brand.**

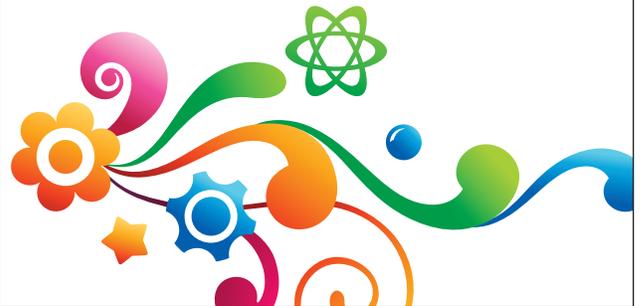


The Science of Our Brand

At the Science Museum of Virginia, our new brand isn't just a logo. We're calling it a Wondermark, and it represents who we really are. It tells the world that we're a catalyst for inspiration, a place that sparks curiosity and generates ideas. Our new brand is fun, exciting and vibrant – just like we are as an organization!

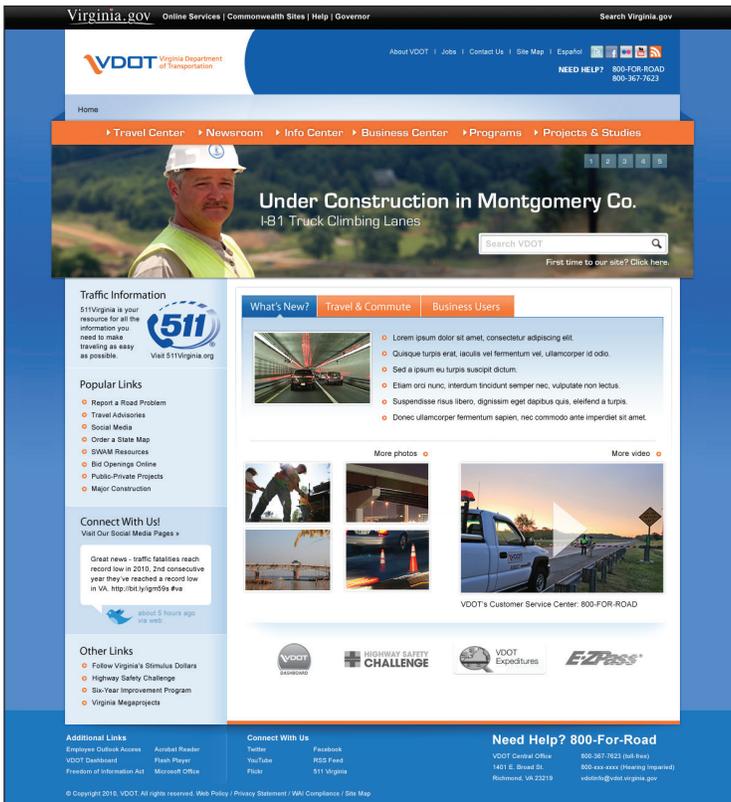
The purpose of this Style Guide is to make sure that each of us use this Wondermark carefully. After all, it's crucial that we always project our image in a consistently positive way.

As our new brand evolves, the guidelines within this booklet will evolve as well. But in the meantime, please follow the rules outlined in this guide. This will allow our community to experience the wonder and inspiration we're bringing to Virginia, now and for generations to come.

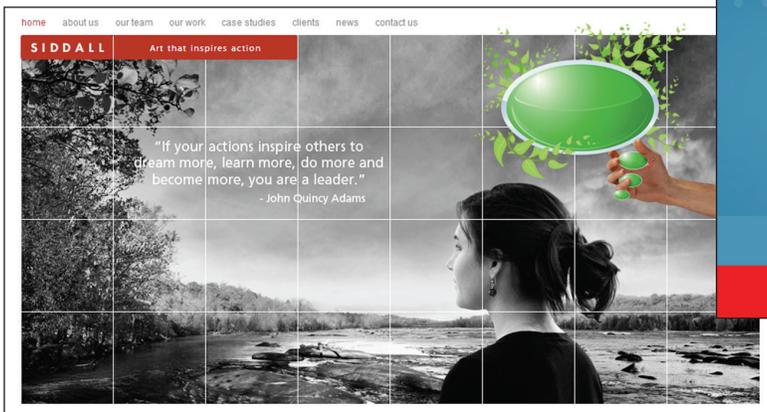


1.B. DRPT Study and Report Production

We are also experienced **designing and developing website content and materials (b)**. Websites are often a deliverable from our Discovery, Creation, Action process outlined in Section A. We use the information from that process to design and build sites that are appropriate for the brand, audience and communication needs. We design and develop website content and materials that are user friendly and communicate effectively. We recently completed a yearlong process of designing, building and launching the new VDOT website, an enormous site with thousands of pages.

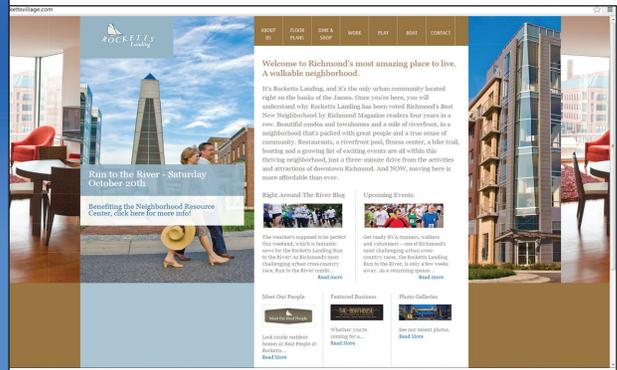


Virginia Department of Transportation



Siddall

Websites Siddall has designed



Rocketts Landing



Mothers Against Drunk Drivers

C. DRPT Communication Initiatives

We understand the wide array of projects and communication initiatives DRPT may need moving forward. The working relationship we have with VDOT is similar in need and scope to the DRPT Statement of Needs. To illustrate our understanding of and experience meeting the line items of this subletter, we will use a large, successful VDOT project.

The Virginia Department of Transportation (VDOT) needed to repair 11 bridges located along a heavily traveled, seven-mile stretch of I-95 in Richmond. This section of the highway carries up to 300,000 vehicles every day, so communicating clearly and often about the bridge repair work is absolutely essential. Throughout this four-year project, VDOT is tasked with keeping drivers away from the construction zones. This reduces congestion and frustration, while also creating a safer environment for everyone. We needed to make strategic choices about messaging and where to focus advertising efforts to best achieve our goal of reducing travel through the corridor during construction. We used research and best practices to break this 4 year, 11 phase project into smaller phases. We developed communication plans for these specific projects, including detailed timetables, **public relations and outreach actions, and suggested media placement options, and had the ability to provide a full range of communication materials for print, radio, television and internet outlets (d).**

Formal and Informal Research Conducted

Working with a long-established partner and subcontractor, SIR research, **we conducted appropriate communications research, planning and development activities to support VDOT internal and external communication strategies (a).** Formal research included focus groups and benchmark studies. Informally, we researched effective images and message tone in the social media space.

Objectives:

- Share information about the bridge repairs across multiple media platforms
- Encourage local drivers to avoid the construction zones
- Make through travelers aware of the project, particularly in the summer
- Urge drivers to take alternate routes
- Maintain and increase drivers' satisfaction with VDOT and their handling of the construction project

Strategy:

Our qualitative and quantitative research **identified and profiled stakeholders and target audiences (b)** and indicated that drivers want information that is clear, timely and accurate. Above all else, we had to present messaging that drivers found useful and could apply to situations, avoiding traffic congestion. In order to maximize budget impact we concentrated on reaching local drivers, encouraging them to avoid the construction area. This reduction in local traffic would create bandwidth for through travelers, who are more difficult and more expensive to reach. And because safety is one of the highest satisfaction measures (55%) of VDOT among residents, it was an important benefit to convey. We had to help people understand that this current construction inconvenience would result in the long-term benefit of safety.

We implemented appropriate communication strategies (c) with creative development and branding (ii) including Advertising (i), Marketing and Public Relations (iii), community (vi) and outreach programs (iv), special events (v) and market research (viii).

We used **creative concepts, video, promotional materials, and printed materials to bring our communication strategy to life (f, g, h, i)**. Our creative approach was simple: get straight to the point. Let's empower drivers with clear, accurate information so they can

1.C. DRPT Communication Initiatives

manage their day. To accomplish our goals, we used a variety of media tactics. Locally, we used quick-turn media to convey distinct information about work at specific bridge sites. Because construction schedules could shift, we made sure our media choices were responsive. **We recommended, negotiated, and placed media using (e)** radio tags, TV billboards, internet banners and social media tools to get the message out. Our efforts worked in tandem with VDOT's public relations efforts. To address the high congestion generated in the summer, we added an additional layer of media to reach both local drivers and through travelers. In this effort we offered one major alternate route for drivers who might be unfamiliar with the area. We used high impact media such as radio ads, billboards and gas pump toppers to intercept travelers.

We provide detailed evaluation of communication plans to highlight the results and effectiveness of each initiative or program (j). The evaluation indicators for this project included:

- Increasing awareness among local drivers first
- Creating behavior change: drivers avoiding the area during construction times
- Satisfaction with VDOT and their ability to handle the project effectively

We used two proof points in our evaluation. During the opening construction effort in 2011 we looked at the number of hits to the VDOT project page and traffic patterns. In 2012 we used the second wave of the SIR I-95 Bridge Restorations Tracking Study conducted among Richmond residents to gauge awareness, understanding and behavior.

1.C. DRPT Communication Initiatives

Results:

After our work was launched in October 2011, visits to the bridge restorations project website increased by an astounding 8,000%.

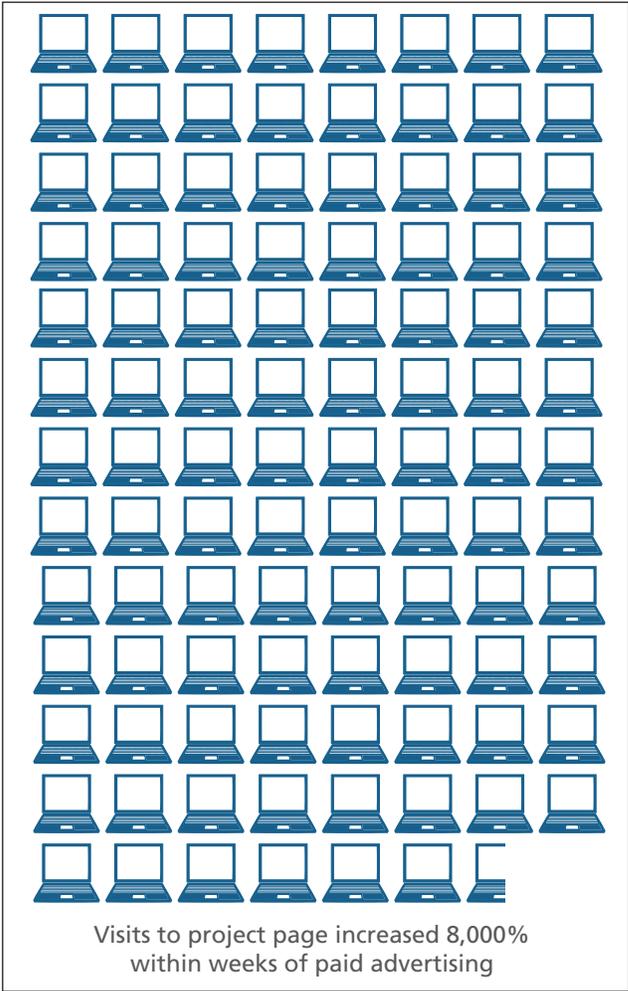


Visits to i95bridges.org

Pre-campaign (8/1-9/1)



During campaign (10/3-11/3)



 = 200 visits to i95bridges.org

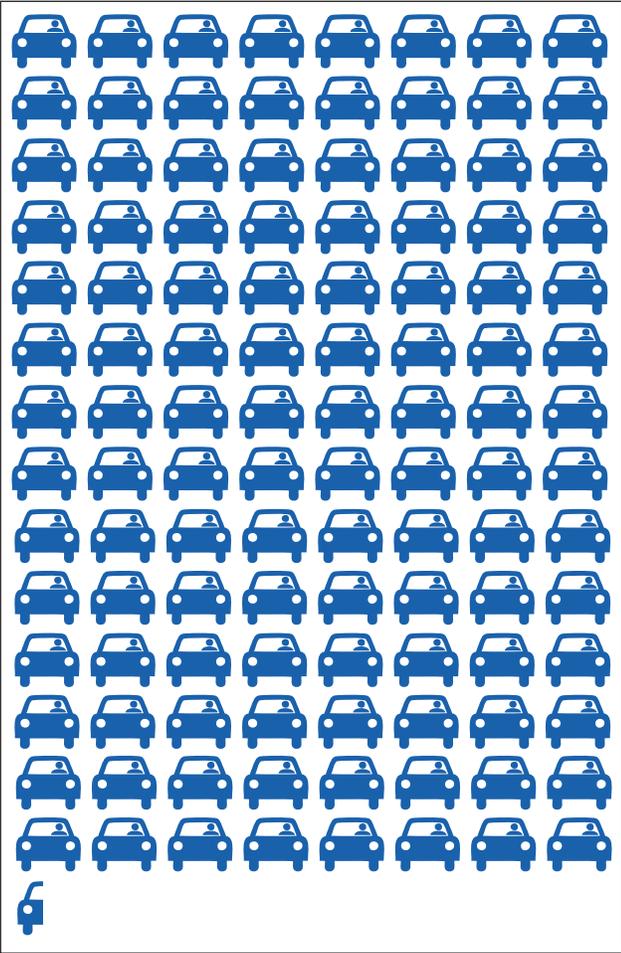
1.C. DRPT Communication Initiatives

During the construction period, traffic volumes on I-95 decreased by an average of 30%.

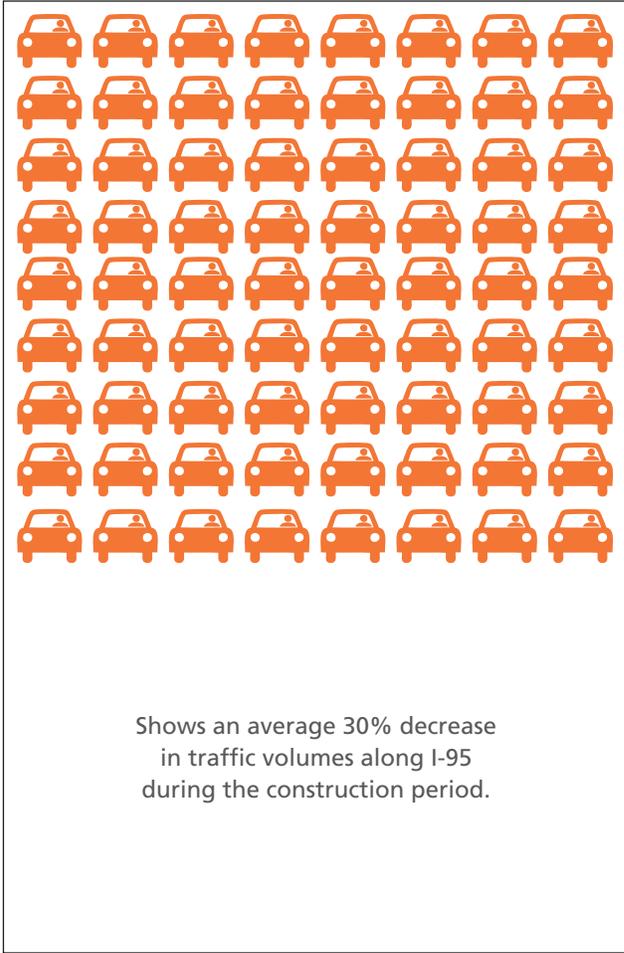


Traffic Volumes

Average no-work volume (10/14-10/17 & 10/28-10/31)



Average work volume (10/21-10/24 & 11/4-11/7)



= 2,000 cars

Highlights of the 2012 SIR I-95 Bridge Restorations Tracking Study:

Awareness, Familiarity and Support:

- Awareness of the project grew from 13% to 88%
- Familiarity quadrupled, rising from 6% to 24% (in particular, familiarity with those who travel the corridor frequently increased from 11% to 43%)

1.C. DRPT Communication Initiatives

- 60% understand that VDOT is in charge of the project
- 70% are aware of an alternate route
- Support for the project has grown from 72% to 82%
- Belief that the project will improve safety has grown significantly, from 69% to 83%

Behavior Change:

- 85% of residents have made some change in their behavior to avoid the construction area
 - 60% of motorists have changed routes
 - 49% have allowed extra time
 - 36% check traffic updates before traveling
 - 33% have changed travel time
 - 29% have reduced their number of trips through the area

Satisfaction with VDOT:

- 51% are satisfied with VDOT's management of the project (up from 28% in 2010)
- 57% are satisfied with VDOT's communications (up from 21% in 2010)
- Satisfaction with VDOT on this project is higher than its overall level of satisfaction on the Citizen Satisfaction Research Study, Richmond District, 2011 (41%)
- Nearly 6 out of 10 residents (59%) feel they have received the information they need about the construction. This surpasses VDOT's "Gold Standard" of 54%, which was established on the Springfield Interchange project in 2006

This initiative won the Virginia Public Relations Society Awards highest honor, the Award for Excellence in Community Relations, in the 2013 PRSA award show.

D. Case Study on Public Participation Program Support

Siddall works with the Virginia Department of Transportation (VDOT) to provide this kind of **Public Participation Program Support (a)** for many projects. During the Springfield Interchange Improvement Project, we were tasked with running their **public meetings (ii)**.

Known by locals as the “Mixing Bowl,” the Springfield Interchange brings together three major highways serving some 400,000 vehicles per day. In fact, the Northern Virginia/Washington, D.C. area has the unfortunate distinction of being home to the nation’s second worst traffic congestion. To improve the situation, the Virginia Department of Transportation (VDOT) devised a plan to separate local and interstate traffic.

Before they could even break ground, VDOT needed to build goodwill among commuters, elected officials and business leaders who naturally suspected traffic would get worse during the construction. After surveying 1,500 commuters, an “honesty is the best policy” strategy was developed that entailed keeping drivers aware of the construction and offering alternate routes to avoid delays. Radio, newspaper and Internet advertising was developed promoting commuter solutions. A project newsletter with periodic updates was mailed to some 40,000 homes while springfieldinterchange.com was established to inform and educate area residents. In addition, we developed a **public involvement plan (i)** and speaker’s bureau to address groups and large businesses.



1.D. Understanding of Work and Plan for Providing Services

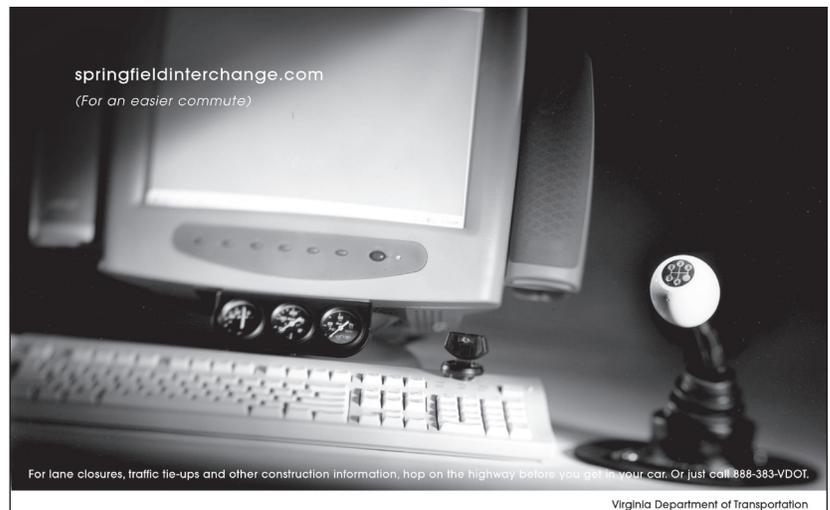
We provided all of the on-the-ground support for these meetings from **reserving space and arranging the logistics for public meetings (ii) to providing on-site staff support (iii), translators, court reporters and security (vi).**

To make sure that the public was aware of the meetings we **drafted and placed advertisements for public meetings (iv) and developed handouts, presentations, and other support materials (v).**

This comprehensive campaign supported by public meetings decreased traffic volume by 10,000 cars a day (four times more than the goal). Usage of new transit services far exceeded projections. The website received more than 80,000 visits in the first few months. Plus an amazing 70% of residents saw the construction as needed and beneficial.



Print Ads



E. Brand Development

At Siddall, we have worked on corporate identity programs in many industries for clients with different needs and goals. **Comprehensive graphic standards (a)** are developed in the **Creation** phase of our branding process along with the **logo, color scheme, font, business card and envelope layout presentation template (b)**, and other needs as specified by the clients.

Corporate identity programs can be complex when a number of different departments or centers of excellence exist. Gaining consensus around the identity system is extremely important as this is the signature of the brand and an emotional element of connection for employees and external audiences. Two examples of our experience in establishing and developing corporate identity systems follow.

Children's Hospital of Richmond: Transitioning a Corporate Identity

Siddall is proud of the corporate identity work we completed with Children's Hospital, both when it was an independent hospital and now that it is a center of excellence at VCUHS.

Children's Hospital (Brook Road) has been helping children in the greater Richmond area since 1928. Founded by the community to help children suffering from polio, the institution has evolved into one of Richmond's most distinguished and loved non-profit organizations. However, being admired is not the same as being understood, recommended and well-supported. In 2006, as the Hospital evaluated its position in an extremely competitive pediatric care market, they had to do more to leverage their brand.

Extensive planning, research and employee surveys gave our team the right insights to re-work the organization's mission, vision and values in keeping with the Hospital's current offering and future vision. This work translated into new corporate identity recommendations including an evolved logo, a tagline and a signature visual treatment for the brand.

1.E. Brand Development

When the new brand was introduced to employees in special staff briefings, it was quickly embraced. It rang true in every way, from the new mission and values to the new tagline “Young at Heart.” The employees became the strongest advocates of the brand, bringing its values to life in every aspect of care. The brand was highly accepted because the employees felt that they truly participated in its creation.



Previous Logo



New Logo



New Visual Identity

1.E. Brand Development

The visual brand direction was formalized in a new set of graphic standards that could be used independently to update the website, business materials and publications. Parking lot banners were created to bring the brand to life on campus, along with special posters displayed in many areas of the hospital grounds.

In 2010, Children’s Hospital at Brook Road and the Pediatric Department of VCUHS became one, creating the most comprehensive and experienced pediatric care delivery system in Central Virginia. While all involved were excited about next steps, two different cultures and a range of services needed to come together and live in a new brand that incorporated the strengths of both. Research among parents helped us pick a name: Children’s Hospital of Richmond.

Then the hard work began to determine the corporate identity for the newly formed hospital. Through executive interviews, internal focus groups and a survey that was accessible to all pediatric staff, Siddall discovered the mutual strengths and values of both institutions. This information became the foundation for the evolved corporate identity and helped in internal discussions as a planning team created a new mission, vision and values for the Hospital. In our balanced approach, we talked with parents of both well and ill children to better understand their perceptions of what a “real” children’s hospital should be. The result was a newly evolved logo that captured the spirit of both entities while also making a distinct identifier to VCU.



Graphic standards were developed and the illustrations, so loved at Children’s Hospital, continued to be used in marketing efforts and on the VCU Medical Center campus. A brand strategy for the Hospital was developed to guide next steps on both internal branding with employees and outreach to target audiences. The right tools were in place to plan for a full marketing effort.

Freddie Mac: Rebuilding a Corporate Identity

We have extensive experience working with clients who are addressing change and challenge in their business environment. One such example is Freddie Mac, the government-sponsored enterprise that has truly become a household name since the housing market collapse in 2008. Siddall worked with Freddie Mac before they became so well-known, some might say notorious. When we first began working with the firm, their main issue was centered on the lack of understanding among members of Congress regarding the role of both Freddie Mac and Fannie Mae in the housing market.

Freddie Mac was chartered by Congress in 1970 to provide liquidity to the mortgage market, thus making it possible for more families to own homes. Since their inception, Freddie Mac has helped make owning a home possible for over 41 million families.

Opponents were essentially lobbying Congress to stifle Freddie's ability to operate. We counteracted those efforts with a campaign that educated opinion leaders about the crucial role Freddie Mac played in the housing system. Tracking research showed that opinion leaders were beginning to grasp the complexity of the housing market and the need for a stabilizing force, such as Freddie Mac.

In June of 2003, Freddie Mac experienced an accounting irregularity and subsequent major shifts in their senior management over the next six months. Freddie Mac's brand and the public trust eroded and the positive movement we had established through earlier marketing efforts was blunted. New management wanted an energized, viable corporate identity that would help the company recover and continue to address their mission, putting more people in homes. We rolled up our sleeves and went to work.

Research revealed that the opinion leader audience in Congress and on Wall Street may ask for "just the facts", but would not listen to the argument in the absence of emotional connection. The audiences needed to understand why having a home in America is so

1.E. Brand Development

important. And they needed to know that Freddie Mac's ability to keep rates low and stable across the country contributed to a sound housing market that allowed more people to own homes.

Our strategy linked Freddie Mac to the emotional essence of their financing efforts – "home". This was translated by our creative teams into a new logo and a new tagline: We Make Home Possible.



Previous Logo



New Logo

The new corporate look was incorporated into the website and all printed materials for the many divisions of Freddie Mac. Graphic standards and a manual were developed in conjunction with the in-house creative team at Freddie Mac.

The awareness campaign to rebuild the brand, titled "Bringing America Home", put a new lens on homeownership, bringing all the special things that happen at "home" to life. We reminded our audiences how important their homes are to them and how many cherished moments happen there.

1.E. Brand Development



© 2011 Freddie Mac

a nature preserve.
 an art studio.
 a theater.
 a recording studio.
 Bringing America an end zone.
 home.

A home is many things to many people. And while it might be a concert hall one second and an end zone the next, it will always be an indispensable part of our shared American heritage. At Freddie Mac, we make home possible for a family every 7 seconds – securing that heritage for future generations. Because at Freddie Mac, our aim is to bring America home. www.FreddieMac.com




progress.
 dedication.
 options.
 resources.
 Bringing America a commitment to growth.
 home.

At Freddie Mac, we have a longstanding goal of expanding homeownership in America. It's a goal that we take very seriously, and one that we realize we can't achieve alone. We want to help you, our lender partners, finance more and more mortgages, and we will provide the tools necessary to make that happen. We are partners in a great cause. And together, we make home possible. www.FreddieMac.com



Print Ads

Freddie Mac employees were particularly thrilled by the campaign. They loved it and shared it with family and friends. As one employee stated: “It made me feel as if I could hold my head high again. The campaign makes it clear that our mission is to help people buy homes. That is why I work here.” In annual surveys of awareness, understanding and favorability, we saw continued positive progress as the organization recovered.

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

F. Promotional Items and Display Materials Development and Production

We work with all of our clients to create a full range of promotional items for internal and external audiences (a). Siddall has a full service production department that works with the account service and creative teams to deliver items that are on strategy, on time, and on budget to meet the needs to the client. We provide access to catalogues of items to choose from and manage the production process from the development of proofs to the delivery of materials (b). We also offer graphic design services to develop DRPT maps, posters, exhibit booth panels, signs and other display materials (c). Working with large state agencies like VDOT on major construction projects, we understand the importance of providing accurate mapping and the ability to produce folded paper maps, wall maps and interactive maps for use on websites, reports and power point (d).



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

We work with clients like Fifth Third Bank to help support trade shows and provide **display materials including magnetic display panels, foam core posters, and vinyl materials (e)**. We also supply clients with all of the **needs for displays and display furnishings (f)** so that all aspects of the communication effort are on brand and part of graphic standards.



1.G. Media, Public Speaking and Communications Training

G. Media, Public Speaking and Communications Training

We offer full service **media training services (a)** and work with clients to hone their **public speaking and presentation skills (a)**. Siddall has trained more than 100 spokespeople ranging from corporate CEOs, to local policemen and city bus drivers. Our staff understands how to communicate best to the media. We understand that DRPT has a media relations policy that supports its business needs and we know how to tailor a strategy and training to support such policies. We work with our clients to ensure there is a strong emphasis on message development and question and answer preparation so they are equipped to speak clearly and concisely on the organization's behalf.

We have provided this service for a number of state agencies but most recently, we worked with the Richmond office of VDOT to hone these skills. Because of the I-95 Bridge Restorations project, case study outlined under Section C of the Statement of Needs, VDOT spokespeople regularly have to publically comment on the progress of this long term construction project. When there are changes to the schedule, delays caused by unforeseen circumstances and general progress updates, VDOT representatives must provide media interviews and hold public meetings. Many times, updates or changes involve a quick turn-around, so preparation and training before the launch of the project is essential. We prepared the VDOT clients with **one-day sessions of in-person media coaching including message development, strategic preparation tools for interviews, individualized training for each attendee and recorded interviews for playback and critique, role playing activities and video feedback. Follow up materials were provided so clients could continue to practice and develop skills (b)**.

Siddall has all of the equipment necessary to carry out the media training services (c).

1. Understanding of Work and Plan for Providing Services

The Offeror must describe the process it will follow to respond to a specific purchase order request from DRPT.

When we receive a specific purchase order from DRPT our process to respond is organized and repeatable. Here are the specific steps we would follow.

1. **Seek clarity:** Meet with DRPT's assigned representatives to review the purchase order and clarify expectations and schedules. In many cases the project has been discussed in detail before a purchase order is issued so the discussion is brief, however, we use this opportunity to ensure alignment of goals, objectives and expectations.
2. **Assign appropriate staff:** Siddall has a tried and true traffic system that is web-based and provides individual schedules for agency personnel assigned to a task. The system, called Webvantage, has checks and balances to keep the project on time and on budget.
3. **Written Brief:** All tasks are assigned to agency personnel with a written brief that has been approved by the client. This helps move work smoothly and successfully through the agency in a manner that meets client expectation.
4. **Written estimate:** All out of pocket expenses are approved with a written estimate by the client before any funds are expended.
5. **Produce work:** Following this process eliminates "surprises" for the client that result in missed deadlines or unexpected expense.
6. **Final report:** Documentation of the task completion so that all deliverables are documented as having met the client's expectations. Our goal is to exceed expectations and to deliver on time and on budget.

The Offeror must also describe the management procedures it will follow to oversee work by its personnel and work by subcontractors on multiple purchase orders simultaneously.

We have the ability to execute and perform multiple work order assignments with our personnel and with subcontractors because of the following systems:

A dedicated team that is committed to excellent communication

At the core of every organized initiative is excellent communication and collaboration.

1. Understanding of Work and Plan for Providing Services

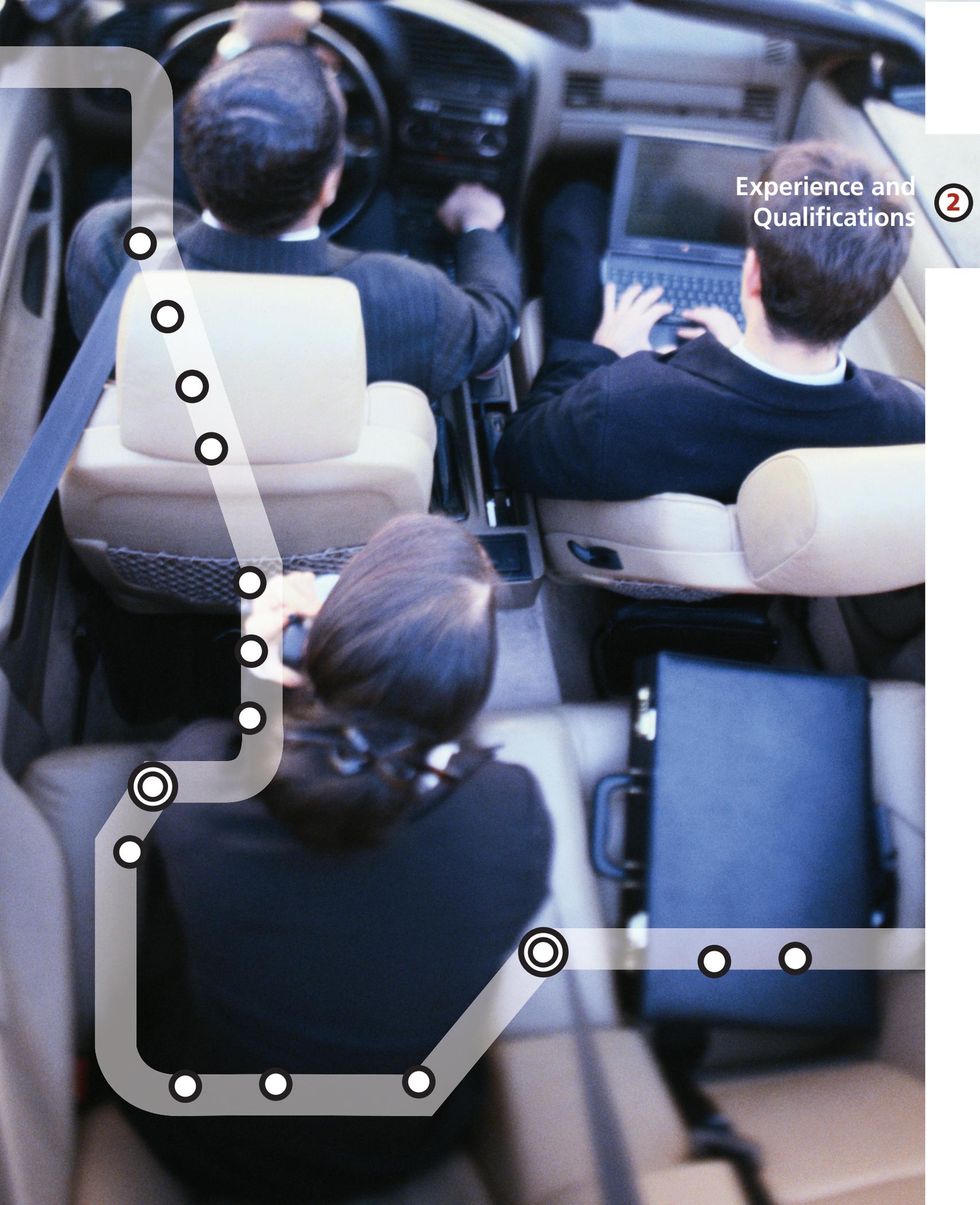
Our account managers and project managers ensure that clients and other team members are in constant communication. We accomplish this through key communication meetings where project milestones and timelines are discussed and confirmed for all involved parties. We follow-up these meetings with project schedules, status reports and conference reports.

A tried and true Traffic System

Our Traffic System is the centerpiece of communication and is embraced by the culture at Siddall. Designed by an interdisciplinary team, our workflow guidelines are constantly refreshed to include unique client needs, best practices and job flow for all communication tactics including digital and other non-traditional challenges.

State of the Art Project Management Technology

We use a project management technology system called Webvantage that helps our team perform multiple work assignments. This secure extranet system allows us to manage hundreds of projects at any given time with ease. From estimates and billing to copy documents and media schedules, everything is housed in this system and available for review 24 hours a day. This system keeps all departments informed so your projects are completed on time and on budget.



Experience and
Qualifications

2

Tab 2 Experience and Qualifications

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

For over 35 years, Siddall, Inc. has helped state, regional and local public agencies communicate with the public, tackle communications challenges and achieve success. But an agency is only as strong as the sum of its parts. Siddall’s core team, trusted sub-contractors and freelance partners have a collective depth of knowledge and experience with which to meet and exceed DRPT’s specific needs in ways that are strategic, innovative, efficient and effective.

A. A detailed statement indicating the organizational structure under which the firm proposes to conduct business. If more than one firm is involved in this project, state the type of arrangement between the firms and the percentage of work to be performed by each.

What follows is an organizational map illustrating how Siddall is structured. Our sub-contractors are as follows: the Southeastern Institute of Research (SIR), Rare Studio and Helium Design Studio.



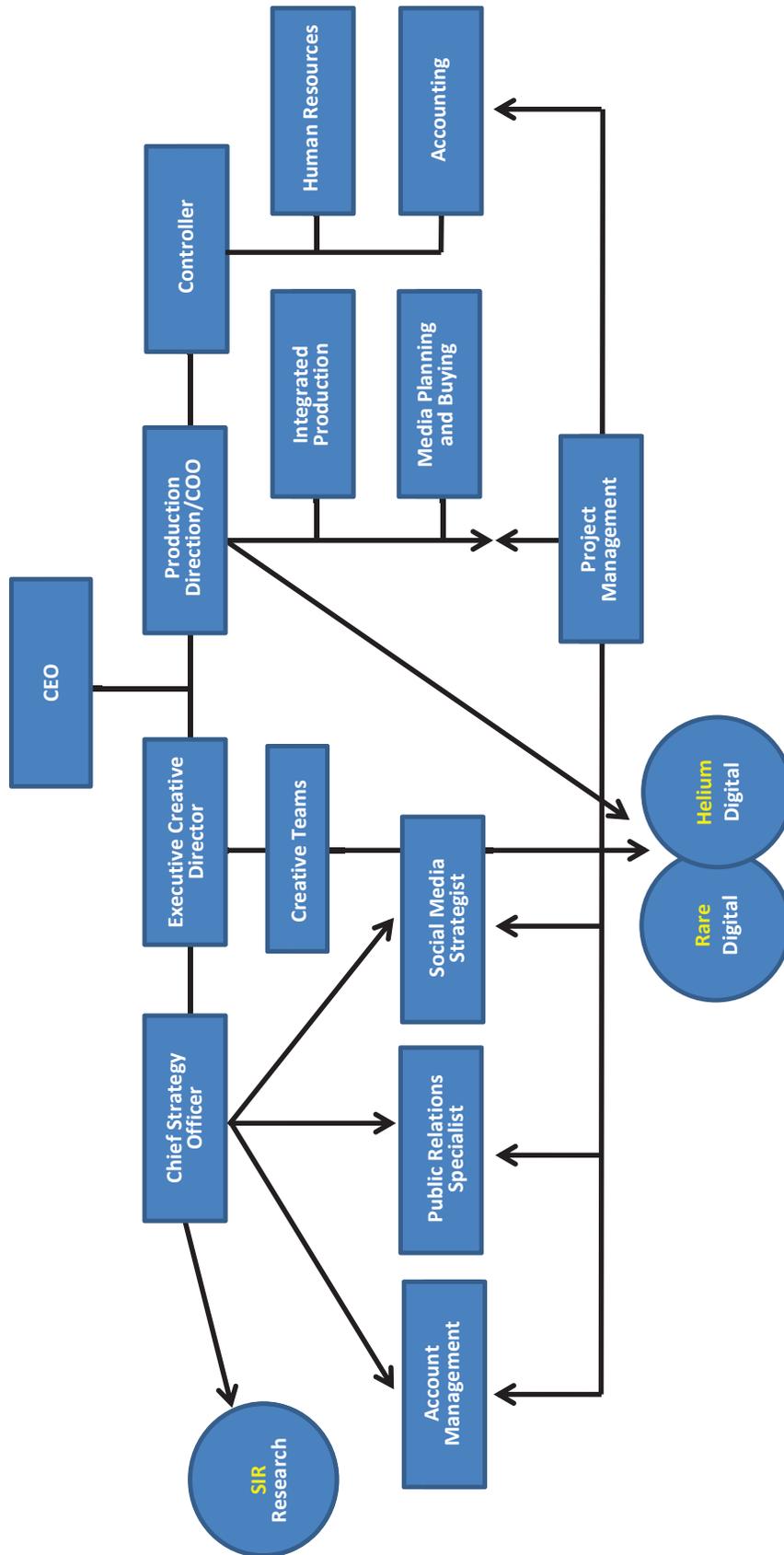
2.A. Experience and Qualifications

Depending on the project, the amount of time spent by other firms varies.

If a robust research effort is required, SIR would spend 60% to 75% of time on the effort while Siddall would manage the flow of information between all parties, collaborate with SIR on research design, review research findings and add strategic communications counsel. Strategies and tactics related to the research would be articulated by Siddall.

If a complete website redesign and build is required, Rare/Helium would spend 60% to 70% of time on the effort for web development and digital support while Siddall would participate in website evaluation and discovery as it relates to the overall brand; manage the flow of information between all parties; and collaborate with Rare/Helium on architecture, design and user experience. If site SEO evaluation, recommendations and implementation are needed, Rare/Helium would spend 80% of their time.

Siddall Organizational Chart



B. A list of the key personnel including subcontractors who could be assigned to the various tasks identified. Give the relevant experience record of each and include resumes and any certifications.

We believe that developing powerful communications begins with the team’s expertise joined in partnership with the direction and insight of our clients. A summary of the experience and qualifications of the Siddall team follows.

CORE TEAM



John Siddall, Chairman, CEO

John has been a leader in the Richmond advertising community for over three decades, and he brings this experience to his leadership role at Siddall. He has worked with our clients, providing program leadership since the agency was founded in 1975. John has been a contributing columnist to *Advertising Age* and has written for other industry and business publications. He has been honored by the Richmond chapter of the American Advertising Federation as “Ad Person of the Year,” and has been a judge for numerous national awards shows. He has also served on the Board of Directors for Worldwide Partners Inc. (WPI), the world’s largest network of independent agencies with 87 offices in 52 countries. WPI has \$3.4 billion in revenue and 6,800 employees.

EXPERIENCE INCLUDES: Virginia Department of Transportation, AT&T, Freddie Mac, IBM, Gillette, Seagram’s, Timex, Walt Disney Company, Ringling Brothers, Dannon, Virginia Tourism Corporation, Jamestown 2007, Science Museum of Virginia, National Harbor, Yukos Oil, Rocketts Landing

2.B. Experience and Qualifications



Karen Grimm, Chief Strategy Officer

Karen functions as the agency's senior strategist, helping clients establish strong, credible brands. Strategy based on sound research is her specialty. She works with clients to help them decide not only *what* they want to say, but what they *should* say. Karen is able to take the most complicated, complex information and reduce it down to that one simple, perfect idea. Karen also directs our Account Management group. A graduate of the University of Virginia, Karen has worked in the advertising and communications industry for more than 20 years. She has led the branding process for Fortune 500 companies, not-for-profit organizations and government agencies.

EXPERIENCE INCLUDES: Virginia Department of Transportation, I-95 Richmond Bridge Restorations, Tysons Corner Center, Fairfax County Economic Development Authority, Freddie Mac, Jamestown 2007, Rocketts Landing, National Harbor, Discovery Health Channel, Science Museum of Virginia, Children's Hospital of Richmond, VCCS



Anna Wittel, Account Executive

Anna is the gateway point of contact between the client and various departments at the agency, making sure that ideas and execution meet and exceed the client's goals and expectations. Anna is a big picture thinker with excellent attention to detail. She has experience in event planning, interactive and social media in addition to account management. She has worked with a wide range of clients in the retail, transportation, automotive and entertainment sectors and understands that each client has unique needs. Anna received a B.A. at the University of Maryland, College Park and her M.A. in English Literature at Virginia Commonwealth University, retaining a 4.0 GPA throughout her academic career.

EXPERIENCE INCLUDES: Virginia Department of Transportation, I-95 Richmond Bridge Restorations, Coalfields Expressway, Rocketts Landing, Toyota, Nike, Virgin, Lifetime Movie Network, Picador Publishing, Target

2.B. Experience and Qualifications



Kira Siddall, Social Media Specialist

Kira keeps our social media strategies and tactics in step with the client's overall communication programs. Using research and developing insights that would make the most astute sociologist envious, she is able to develop new, exciting tactics that do more than merely reach people, but inspire, engage and motivate them. Kira has always been intrigued by the "next" thing in the world of communications, and the evolving world of social media has been no exception. A founding member of the Social Media Club of Richmond, she helps to bring thought leaders and audiences together to learn about the evolving space. Kira earned a B.A. degree in Political Science from the University of Mary Washington.

EXPERIENCE INCLUDES: Virginia Department of Transportation, I-95 Richmond Bridge Restorations, Special Olympics of Virginia, Tweetsgiving, Epic Change, Fairfax County Economic Development Authority, State Fair of Virginia, Rocketts Landing



Jim Babb, Public Relations Specialist

A veteran of 40 years in corporate communications, media relations, broadcast and print journalism, Jim offers strategic thinking, creation and delivery of messages, media training, development and execution of publicity plans, writing, crisis communications, brand building and reputation management. Jim has twenty-plus years' experience in Virginia political and legislative issues, with strong customer orientation, interpersonal and writing skills.

EXPERIENCE INCLUDES: Virginia Department of Transportation, City of Lynchburg, Dominion Resources, VirginiaFIRST, Circuit City Stores, WWBT-TV State Capitol Correspondent

2.B. Experience and Qualifications



Shari Hindman, Executive Creative Director

Shari is responsible for developing the creative product of the agency, ensuring it creates impact and is highly effective. Her flair for art direction ensures beautiful work. Shari has spent 20 years helping some of the biggest names in America look good. Her keen eye and exceptional taste have been recognized by The One Show, Communication Arts, The New York Art Directors Club and many other creative advertising awards. Shari earned a B.A. degree in Communication Arts and Design from VCU.

EXPERIENCE INCLUDES: Virginia Department of Transportation, I-95 Richmond Bridge Restorations, Freddie Mac, Fairfax County Economic Development Authority, Virginia Tourism, Rocketts Landing, Mercedes-Benz, Discovery Health Channel



Roberta McDonnell, Production Director & COO

Roberta is in charge of all aspects of production, whether it's brochures or digital billboards, and always ensures the highest quality finished product at the best possible price. Her production skills have been honed over the course of 31 years at Siddall. Roberta is also our Chief Operating Officer. She is in charge of the day-to-day happenings of the agency. She handles budgets. She makes important decisions. She manages the operations of the agency while managing to make it look easy.

EXPERIENCE INCLUDES: Virginia Tourism Corporation, Virginia Department of Transportation, USAfrica Airways, Fairfax County Economic Development Authority, Virginia Film Office, Fifth Third Bank, Freddie Mac, Dominion Enterprises, Virginia Lottery, Science Museum of Virginia, Virginia Museum of Fine Arts, Rocketts Landing

2.B. Experience and Qualifications



Amy Dunkley, Media Planner and Buyer

Amy plans new and innovative ways for our clients to reach people. She has been the media planner/buyer at Siddall for the past ten years. Her relationships with key media reps and capacity to negotiate the best rates ensure that our clients always get the best possible deal to maximize the budget. Amy is a graduate of VCU with a B.S. in Mass Communications and is Google certified.

EXPERIENCE INCLUDES: Potomac Hospital, Rocketts Landing, State Fair of Virginia, Fairfax County Economic Development Authority, Freddie Mac, VDOT, Fifth Third Bank, Jamestown 2007



Jill Contreras, Project Manager

Jill makes sure every project is on time, on budget and on point. She has an astute handle on all aspects of project management and is the go-to person who keeps the team informed and on task. Jill's attention to detail makes her a true asset to any client she works with. She received her Bachelor's Degree in Mass Communications with a concentration in Public Relations from Virginia Commonwealth University.

EXPERIENCE INCLUDES: Virginia Department of Transportation, I-95 Richmond Bridge Restorations, Fairfax County Economic Development Authority, PNC Bank, Fifth Third Bank, Main Street Homes



Bettina Roda, Controller & Human Resources Director

Bettina has been the Human Resources Director at Siddall for 16 years and the Controller for the past seven years. She is able to meet the billing needs of each individual client and tracks spending closely to ensure every dollar is accounted for. A highly efficient and detail-oriented individual, Bettina is the go-to person for any and all questions related to accounting and staffing. She is a graduate of Virginia Commonwealth University with a B.S. in Business Administration.

EXPERIENCE INCLUDES: Virginia Department of Transportation, I-95 Richmond Bridge Restorations, Coalfields Expressway, Fairfax County Economic Development Authority, Virginia Department of Transportation, URS, Fifth Third Bank, Rocketts Landing

2.B. Experience and Qualifications - Subcontractors

Subcontractors that would work with Siddall to provide web design, digital support, and additional research capabilities.

HeliumStudio

Chris Hull of Helium Design Studio

HeliumStudio was created in 2004 as a boutique interactive agency with a wide range of capabilities including website design, database development and search marketing. The company's goal is to deliver smart, creative design solutions that effectively communicate and deliver results. Since its inception, Helium's client list has grown to include some of the largest organizations in the region. While the big clients are great, Helium also enjoys working with many small to mid-sized businesses. Helium's core competencies include interface design, content management systems, database development and search marketing. Chris has a certification in Crown Peak Content Management development.

EXPERIENCE INCLUDES: CarMax, University of Virginia, Anthem Blue Cross/Blue Shield

Rare | STUDIO

Steve Bishop of Rare Studio

With over 13 years' experience, Steve Bishop has designed, developed and managed projects for a wide range of clients. Steve has been awarded two Cannonballs (the highest award) from the Richmond Show and a Merit Award from the AIGA Show for web design. Steve just recently picked up a bronze Cannonball from the Richmond Show for the Rare Studio website and a silver for Snow Companies' website. The Rare Studio Team is highly talented and will work closely with you to develop viable, creative solutions for your company. Steve has a certification in Crown Peak Content Management development.

EXPERIENCE INCLUDES: Toyota, Saatchi & Saatchi, Dominion Virginia Power, Virginia Lottery, Rocketts Landing

2.B. Experience and Qualifications - Subcontractors



Southeastern Institute of Research (SIR)

SIR is a SWaM certified small business marketing firm headquartered in Richmond, Virginia. For 48 years (incorporated over 42 years ago), SIR has been helping Fortune 500 companies, national organizations, and state and regional governments uncover insights, formulate research-inspired marketing strategies, implement marketing programs and track the overall effectiveness of their marketing communications programs.



John Martin, CEO & President

John has helped lead transportation marketing programs across the country, including the opening of the HOV lanes and the TDM marketing outreach program for the Atlanta Summer Olympics. John has lectured in Europe on transportation marketing and has given dozens of transportation industry presentations and keynote speeches in the U.S. In 2003, John took over SIR and immediately focused the research institute on high-profile transportation projects – facility construction projects and transportation demand management (TDM) marketing programs. This included commuter and citizen-related research studies for many of the transportation agencies throughout Virginia and the United States.

EXPERIENCE INCLUDES: DRPT, Arlington County Commuter Assistance Program, Hampton Roads Transit (HRT), TRAFFIX, Dulles Corridor Metrorail Extension, Virginia Department of Transportation, Greater Richmond Transit Company, RideFinders, Rappahannock-Rapidan Planning District Commission, Northern Shenandoah Valley Planning District, Greater Richmond Chamber of Commerce, Telework!VA

2.B. Experience and Qualifications - Subcontractors



Dr. Karen Smith, Senior Researcher

With over 25 years of experience conducting research, Karen is the most senior researcher for SIR. Over the years, Dr. Smith has focused on transportation research, becoming one of the nation's leading transportation, TDM and transit marketing researchers. She has pioneered the use of multivariate statistics for causal analysis in the transportation and multimodal arena. She conducted groundbreaking research for Arlington County Commuter Services that identified and quantified the impact of quality of transportation on quality of life. She conducted leading-edge research for the Virginia Department of Transportation that linked the relationship between resident expectations and satisfaction with transportation.

EXPERIENCE INCLUDES: DRPT, Arlington County Commuter Assistance Program, Hampton Roads Transit (HRT), TRAFFIX, Dulles Corridor Metrorail Extension, Virginia Department of Transportation, Potomac and Rappahannock Regional Transportation Commission



John Judy, Project Manager

John Judy has been with SIR for 30 years and has recently assumed responsibilities as Project Manager at SIR Transportation Project. Over the years, John has worked on many transportation projects including research studies related to the Springfield Interchange Construction Congestion Mitigation Plan (CMP), the Idea I-66 Inside the Beltway Feasibility Study, Dulles Metrorail, Virginia Beach Town Center Pilot Congestion Mitigation Planning Studies, Telework!VA, and VDOT's 511 traveler information system. John was also involved in the Commonwealth's comprehensive VTrans2025 Plan, Virginia's statewide, multimodal long-term transportation plan and worked on the Commonwealth's first ever 2007 State of the Commute Study, Northern Virginia HOT Lanes Study and the Hampton Roads Variable Pricing Study.

EXPERIENCE INCLUDES: DRPT, Virginia Department of Transportation, Hampton Roads Transit Traffic Program, GRTC Ridefinders

C. A list of references to include name, address, telephone number, email address, project, and dollar amount of project.

1. Dawn Eischen, Communications Manager
Richmond District, Virginia Department of Transportation
2430 Pine Forest Drive
Colonial Heights, VA 23834
804-524-6179
Dawn.Eischen@VDOT.Virginia.gov
Project: I-95 Richmond Bridge Restorations
Dollar Amount: [REDACTED]

2. Michelle Earl, Public Affairs Manager
Bristol District, Virginia Department of Transportation
870 Bonham Road
Bristol, VA 24201
276-669-9999
Michelle.Earl@VDOT.Virginia.gov
Project: Coalfields Expressway - U.S. Route 121
Dollar Amount: Phase I - [REDACTED]

3. Doug Wernke, VP, Brand Manager and Director Creative Services
Fifth Third Bank
530 Walnut Street
6th Floor
MD 10AT6A
Cincinnati, Ohio 45202
513-534-5352
doug.wernke@53.com
Project: Ongoing Project Development
Dollar Amount: [REDACTED]

2.D. Certificate of Insurance

D. A Certificate of Insurance with at least the minimum amount of coverage cited in the Insurance clause in Attachment A – Required General Terms and Conditions of the RFP.

Client#: 407453		35SIDDAINC															
ACORD™		CERTIFICATE OF LIABILITY INSURANCE															
			DATE (MM/DD/YYYY) 5/09/2013														
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																	
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																	
PRODUCER BB&T Insurance Services, Inc. 2108 W. Laburnum Ave Suite 300 PO Box 17370 Richmond, VA 23227		CONTACT NAME: Amy Walker PHONE (A/C, No, Ext): 804-678-5035 FAX (A/C, No): 888-751-3010 E-MAIL ADDRESS: amy.walker@bbandt.com															
INSURED Siddall Inc. One Capital Square 830 E. Main Street Richmond, VA 23219		<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Peerless Insurance Company</td> <td style="text-align: center;">24198</td> </tr> <tr> <td>INSURER B: One Beacon Insurance Company</td> <td style="text-align: center;">21970</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Peerless Insurance Company	24198	INSURER B: One Beacon Insurance Company	21970	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	
COVERAGES		CERTIFICATE NUMBER:															
		REVISION NUMBER:															
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																	
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS										
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			BOP9554848	12/22/2012	12/22/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$										
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA9558648	12/22/2012	12/22/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$										
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			CU9559748	12/22/2012	12/22/2013	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$										
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC9559448	12/22/2012	12/22/2013	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">WC STATUTORY LIMITS</th> <th style="width: 40%;">OTHER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: center;">\$500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: center;">\$500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: center;">\$500,000</td> </tr> </tbody> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$500,000	E.L. DISEASE - EA EMPLOYEE	\$500,000	E.L. DISEASE - POLICY LIMIT	\$500,000		
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B	Error & Omissions			MEP1105812	12/22/12	12/22/13	\$2,000,000 Ea Occurrenc \$2,000,000 Aggregate										
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)																	
CERTIFICATE HOLDER				CANCELLATION													
Sample only Richmond, VA 23219				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.													
				AUTHORIZED REPRESENTATIVE 													
© 1988-2010 ACORD CORPORATION. All rights reserved.																	
ACORD 25 (2010/05)		1 of 1		The ACORD name and logo are registered marks of ACORD		DLB											
#S10442805/M9899104																	

JOHN N. SIDDALL



Siddall, Inc.
Chairman/CEO
10/1983-Present

- Responsible for the strategic direction of all clients and the agency
- Empower individuals to implement programs that support our clients' needs
- Communicate and demonstrate internally and externally the corporate vision and the vision of our clients
- Own the responsibility for overall performance of all clients and the agency
- Continually study the market and trends
- Supervise the development of marketing and communications plans
- Represent the Agency in key industry organizations, including Worldwide Partners
- Ensure that client needs are met across all departments: accounting, creative, production, media and account management
- Review concepts and tactics to ensure they are on strategy
- A resource for Account Supervisors as they lead teams and clients through the planning process
- A resource for all departments as we solve client needs

Clients Served: Atlanta Committee for the Olympic Games, Children's Hospital, Children's Museum, Discovery Health Channel, Fairfax County Economic Development Authority, General Motors Electric Vehicles, Georgia Department of Transportation, Illinois Environmental Protection Agency, Jamestown 2007, National Capital Region Emergency Alert System, Norfolk Convention and Visitors Bureau, Pennsylvania Department of Transportation, Potomac Hospital, Potomac and Rappahannock Transportation Commission, Save 7 Lives, Science Museum of Virginia, The State Fair of Virginia, The Virginia Lottery, The Virginia Waterfront, Virginia Department of Environmental Quality, Virginia Department of Motor Vehicles, Virginia Department of Revenue, Virginia Department of Transportation, Virginia Film Office, Virginia Tourism Corporation, Virginia Museum of Fine Arts

AWARDS AND ACHIEVMENTS

Gold medals in the One Show, CLIOs, ANDYs, Effies
Ad Person of the Year

EDUCATION

University of Pennsylvania

KAREN GRIMM



PROFESSIONAL EXPERIENCE

SIDDALL, INC. **RICHMOND, VA** **3/1998-PRESENT**

Chief Strategist/Senior Vice President

- The champion of strategy both within the agency and with clients
- Inspire new thinking on the part of teams and clients
- Help the agency team and clients understand the emotions and motivators of target audiences
- Develop brand platforms and brand architectures
- Develop Mission, Vision and Values with clients
- Develop effective strategies on all accounts
- Manage all research projects
- Develop communication strategies and plans with clients and agency teams
- Draft and review briefs and other "input" documents to ensure sound thinking and clarity of direction
- Review concepts and tactics to ensure they are on strategy
- A resource for all departments in the planning process
- Participate in client discussions on strategy development, strategic accuracy of recommendations and other issues related to plans and the work
- Supervise teams on client business/accounts
- A resource for Account Supervisors as they lead teams and clients through the planning process

Clients Served: Jamestown 2007, Rocketts Landing, National Harbor, Virginia Department of Transportation, I-95 Bridge Restoration Project, Potomac Hospital, National Capital Area Emergency Alert System, Science Museum of Virginia, Virginia Department of Environmental Quality, LifeNet (Southern Virginia Chapter), Children's Hospital of Richmond at VCU, Fairfax County Economic Development Authority, Discovery Health Channel, Virginia Lottery, VCCS, Tidewater Community College, The State Fair of Virginia

THE MARTIN AGENCY **RICHMOND, VA** **2/1995-2/1998**

Management Supervisor/Senior Vice President

- Developed the account management staffing structure
- Hired account management team
- Developed systems to manage agency's most profitable account
- Led branding campaign team for the first national healthcare branding initiative

Clients Served: Columbia HCA, GEICO Insurance, Saab Interactive

EDUCATION

University of Virginia
Virginia Commonwealth University, Masters of Education

AWARDS/HONORS

New York Effie Award (Reynolds Aluminum Recycling),
Strategic Planner on advertising winning CLIOs, CA, Richmond Ad Club Gold & Silver

ANNA WITTEL



PROFESSIONAL EXPERIENCE

SIDDALL, INC **RICHMOND, VA** **8/2012 - PRESENT**

Account Executive

- Lead coordination of internal client teams and external public relations & interactive partners in the development and execution of integrated marketing and multi-media advertising campaigns
- Develop strategic brand recommendations through market analysis, client research and creative strategy
- Manage client website development and launch, including development of successful e-mail marketing campaigns
- Maximize production and media budgets for several local and regional clients

Clients Served: Virginia Department of Transportation, URS, Rocketts Landing, AECOM

NATIONAL SCHOLARSHIP OFFICE, VCU **RICHMOND, VA** **8/2011 – 8/2012**

Assistant to the Director

- Developed marketing plans to raise awareness of prestigious scholarships available to VCU students
- Executed copywriting and promotional needs for scholarship information sessions
- Coordinated Committee Meetings and Panel Review sessions for key national scholarships
- Served as liaison between faculty and the National Scholarship Office

ICE CREAM MAN **LONG BEACH, CA** **12/2008 – 5/2009**

Freelance Marketing Consultant

- Developed detailed plan for Ice Cream Man's business operations in 2009
- Wrote copy for business materials, including case studies, sponsorship packets and online messaging
- Assisted with company outreach for advertising and sponsorship opportunities

DRILLTEAM **NEW YORK, NY** **6/2004 – 5/2007**

Account Director

- Developed online and offline marketing initiatives to generate buzz and target key influencers for youth-oriented, non-traditional marketing firm
- Managed three-person team internally, as well as freelance graphic designers, web developers, and logistical, on-site partners for major client projects, including Nike and Toyota
- Developed branded websites and utilized social media platforms to expand client networks and raise brand awareness
- Coordinated promotional and industry stand-alone events nationwide, as well as at SXSW music festival and NY Fashion Week
- Responsible for hiring and managing brand ambassadors and street teams in cities across the country for national campaigns
- Developed and executed strategic online media buy, partnering and PR plans for clients

Clients Served: Nike, Toyota, Virgin, Target, Lifetime Movie Network

EDUCATION

M.A. in English Literature & Completed two Ph.D. level courses in the Media, Art & Text program at Virginia Commonwealth University, University of Maryland

OTHER SKILLS

Camtasia, Adobe, MS Word, Excel, Power Point, basic Photoshop, proficient in German, independent event management and promotions

KIRA SIDDALL



PROFESSIONAL EXPERIENCE

SIDDALL, INC **RICHMOND, VA** **10/2010 - PRESENT**

Social Media Strategist

- Write the strategy, based on research, which guides to our clients' online communication efforts
- Work with the creative department to develop content that is relevant to our audiences and in-line with the brand
- Identify and build relationships with bloggers and other social media influencers relevant to our clients' audiences

New Business Manager 1/2005 – 10/2008

- Worked with upper management on all new business efforts
- Managed new business efforts working with media, creative, and strategy departments to put together a cohesive proposal and presentation for agency pitches

Account Coordinator 1/2003 - 12/2004

- Worked in account management as support staff on client facing efforts, charged with keeping track of budgets and reports

Relevant Client Experience: Jamestown 2007, Rocketts Landing, National Harbor, Virginia Department of Transportation, I-95 Bridge Restoration Project, Potomac Hospital, National Capital Area Emergency Alert System, Science Museum of Virginia, Virginia Department of Environmental Quality, LifeNet (Southern Virginia Chapter), Children's Hospital of Richmond at VCU, Fairfax County Economic Development Authority, Discovery Health Channel, Virginia Lottery, VCCS, Tidewater Community College, The State Fair of Virginia

IMAGO **LJUBLJANA, SLOVENIA** **6/2002 - 12/2002**

Freelance Marketing Consultant

- Worked with the creative team as an English speaking copywriter on the Slovenia tourism account
- Traveled the country extensively with the creative team and working with their translators to ensure that translations were culturally accurate for their English speaking audience

EDUCATION

BA in Political Science from the University of Mary Washington

PROFESSIONAL AFFILIATIONS

Social Media Club of Richmond (SMCRVA), President (Current), Co-Founder (2009)
Ad Club of Richmond, Community Outreach Chair, Board Member (2010)

JIM BABB

PROFESSIONAL EXPERIENCE

SIDDALL, INC **RICHMOND, VA** **5/2012 - PRESENT**

Public Relations/Communications Specialist

Provide clients with critical communications services, including:

- Strategic thinking
- Crisis communications
- Creation and delivery of messages
- Writing speeches, news releases and op-eds
- Media training & Media Relations
- Brand building and reputation management

CIRCUIT CITY STORES, INC. **RICHMOND, VA** **9/2000 – 3/2009**

Manager of Media Relations

- Corporate spokesperson for multi-billion dollar national consumer electronics retailer; built and maintained relationships with mainstream and trade media; responded daily in fast-paced setting to media inquiries from across the United States
- Developed, refined and delivered company messages on full range of subjects from seasonal product promotions to challenging business issues
- Produced publicity plans to promote product and service launches and other company initiatives
- Researched and wrote company communications for multiple vehicles, including web, radio and television in addition to traditional written news releases

WWBT-TV **RICHMOND, VA** **9/1980 – 8/2000**

State Capitol Reporter

- Built trust and professional relationships with diverse constituencies, including state and local government leaders, community organizations and individuals
- Researched, produced and presented daily on-camera news coverage of Virginia state government and politics for capital city's top-rated television newscasts
- Coverage spanned the terms of six Virginia Governors, 21 General Assembly sessions and eight national political conventions
- Twice elected by peers as president of the Virginia Capitol Correspondents Association

WWBT-TV **RICHMOND, VA** **6/1979 – 9/1980**

News Assignment Editor

- Supervised daily activities of 20-person news staff, responsible for logistical and editorial decisions to produce top-rated newscasts in Richmond media market

WRVA Radio, Richmond, VA. 9/1976 – 5/1979

City Hall News Reporter

WCHV/WCCV Radio, Charlottesville, VA 9/1975 – 8/1976

General Assignment News Reporter

WTON Radio, Staunton, VA. 9/1973 – 8/ 1975

News Director/Reporter

EDUCATION

B.A. in English at University of Virginia, Charlottesville, Virginia

SHARI HINDMAN



PROFESSIONAL EXPERIENCE

SIDDALL, INC. **RICHMOND, VA** **1/2002-PRESENT**

Executive Creative Director/Vice president/Senior Art Director

- Oversees the creative department and approves and directs all of the agency's creative product
- Works with a writer to generate internet, social media, guerrilla, print, TV, collateral and outdoor concepts for a wide range of clients
- Creates the design and mood for conceptual ideas
- Presents to and works collaboratively with clients
- Directs photographers and illustrators for finished publication

Clients served: Virginia Tourism, Virginia Lottery, Virginia Department of Transportation, State Fair of Virginia, Discovery Health, Stony Point fashion Park, VEI, Polaris Mall, Jersey Gardens, Fifth-Third bank, Science Museum of Virginia, Rocketts Landing, MADD, Fairfax County, Evonik, Childrens Hospital, DEQ, Freddie Mac, Jamestown, National Harbor, Babymil

THE MARTIN AGENCY **RICHMOND, VA** **1986-1996**

Art Director

- Worked with a writer to generate ideas for print, TV, collateral and outdoor concepts
- Created the design and mood for conceptual ideas
- Presented ideas and worked collaboratively with clients
- Directed photographers and illustrators for finished publication

Clients served: Wrangler, Mercedes, VF Corp., Bank One, Advance Auto, Residence Inn, FMC, Remy Martin, Blue Cross/Blue Shield

THE MARTIN AGENCY **RICHMOND, VA** **1986-1988**

Mechanical Artist

- Assistant to art directors and designers
- Prepared work for publication

THE PAXTON GROUP **RICHMOND, VA** **1985-1986**

Mechanical Artist and illustrator

- Assistant to art directors and designers
- Prepared work for publication
- Illustrated concepts for client presentation

PRIMM AND COMPANY **NORFOLK, VA** **1983-1984**

Mechanical Artist

- Assistant to art directors and designers
- Prepared work for publication

EDUCATION

BFA Bachelor of Fine arts, Virginia Commonwealth University, 1981

AWARDS

Adweek's Art Director of the Southeast, Addys, Communication Arts, One Show, Art Directors Club, Athenas, Richmond Ad Show

ROBERTA McDONNELL



PROFESSIONAL EXPERIENCE

SIDDALL, INC

RICHMOND, VA

10/1981-PRESENT

Senior Vice President/COO/Executive Production Director 2002-Present

Vice President/Production Director 1992-2002

- Member of Executive Committee responsible for overall company management
- Focus on operations, facilities management and the supervision and management of the Production, Project Management and Media departments
- Participate in strategic planning processes for branding the company including development of vision, mission, values and brand
- Provide overall general management of the Agency's business operations and activities
- Develop organizational structures and communications systems to facilitate the business of the agency and clients
- Ensure agency quality, systems and procedures are in accordance with company and client requirements
- Administer agency contracts and service agreements with clients and outside vendors
- Responsible for Production department management, which is integrated to include print, broadcast, out-of-home, digital/interactive, direct marketing and collateral
- Oversee quality control, purchasing, budget management, art buying and broadcast business management of the department

Senior Production Manager/Production Manager 1984-1992

- Coordinated print production with creative, account management and media
- Co-chair of the Agency's Operations Committee
- Trained and managed production personnel

Traffic Manager 1981-1984

- Controlled flow of jobs from inception to delivery
- Scheduled and managed multiple project and client deadlines
- Motivated teams to stay on schedule

Clients Served: Glimcher Properties (2 mall openings in 2 markets- Jersey Gardens & Polaris Fashion Place), Jamestown 2007, Potomac Mills Mall, The Taubman Company (4 shopping malls in 4 markets), US Africa Airways, Virginia Tourism Corporation, Dominion Enterprises, Fairfax County EDA, Gemini Air Cargo, Nations Business Magazine, US Chamber of Commerce, Virginia Economic Development Authority, Virginia Film Office, Yukos Oil Company, Georgia Department of Transportation, Virginia Department of Transportation

ORGANIZATIONS

EAS User Group (1994-2006): President, Board of Directors; Secretary, Board of Directors; Special Interest Group (SIG) Leader; Richmond Ad Club

EDUCATION

Longwood College; Virginia Commonwealth University; Rochester Institute of Technology Print Production course; SRI Presentation Training; University of Richmond Learning Center: Group Leadership & Dynamics; Adweek seminar on Agency Reengineering

AMY DUNKLEY



PROFESSIONAL EXPERIENCE

SIDDALL, INC

RICHMOND, VA

6/2003 - PRESENT

Media Planner/Buyer

- Interact with representatives from various media and encourage them to service our clients as thoroughly as possible
- Tailor media recommendations to clients' needs and justify all proposals with sound rationale
- Pull demographics, psychographics and media habits on various target audiences
- Prepare insertion orders for print, internet, OOH and broadcast
- Create and update media schedules for print, internet, OOH and broadcast
- Maintain historical files of all media-related activities
- Oversee tearsheet collection and reporting
- Prepare MRI and Scarborough research reports and interpret data
- Formulate target profile information for new business and media plans
- Present media recommendations for client approval, usually through or with Account Management
- Establish and maintain relationships with reps from all types of media in order to stay educated and up to date
- Negotiate with broadcast reps to maximize use of clients' budgets
- Purchase schedules and provide media vendors with insertion orders
- Reconcile invoices against actuals

Media Buyer 6/2003 – 6/2007

- Purchased all media schedules for all agency clients, evaluated and approved makegoods and examined invoices for accuracy
- Entered all media buys into buying software and generated insertion orders
- Monitored tearsheets to assure all ads ran as ordered, and forwarded them to production department for quality control

Clients Served: Science Museum of Virginia, LifeNet, Fairfax County Economic Development Authority, Virginia Department of Transportation, URS, State Fair of Virginia, Jamestown 2007, Fifth Third Bank, Potomac Hospital, Rocketts Landing, Freddie Mac

EDUCATION

B.S. Mass Communications, Virginia Commonwealth University
Google Certification

TECHNICAL APPLICATIONS

Strata Media Buying, Advantage, Microsoft Office Suite, Outlook

JILL CONTRERAS



PROFESSIONAL EXPERIENCE

SIDDALL, INC

RICHMOND, VA

8/2010-PRESENT

Project Manager

- Keep Account Executives, Clients and Account Supervisors adequately informed
- Develop an understanding of all departments so that agency resources are effectively utilized to ensure the success of clients' programs
- Work together with AE, under Account Supervisor's direction, on marketing plan preparation
- Perform any research necessary and/or write rough drafts of sections for the AE and/or Account Supervisor
- Establish outside contact for various information and input on independent projects
- Prepare budget recaps on a routine basis for assigned accounts
- Monitor all cost estimates including unsigned media and production cost estimates and compare to budget
- Attend team meetings and subsequently share the responsibility with AE and/or Account Supervisor on necessary information gathering
- Process and distribute Account Service correspondence and documents for respective accounts
- Prepare Traffic documents; i.e. job starters, job change orders, requests for estimates and work with the Traffic Department to maintain schedules
- Initiate all media schedules on respective accounts
- Proof all client work, i.e action reports, ad copy, mechanicals, prior to sending to client for approval
- Understand the basic tenets of the client-agency contract
- Daily filing of account service documents in master account service files

*Clients Served: Virginia Department of Transportation, Rocketts Landing,
Fairfax County Economic Development Authority, URS, Claris Holdings, Fifth Third Bank,
State Fair of Virginia, PNC Bank, Mothers Against Drunk Driving*

ORGANIZATIONS

Richmond Ad Club Board of Directors: Recording Secretary 2010-2012

EDUCATION

B.S. Mass Communications, Virginia Commonwealth University

BETTINA RODA



PROFESSIONAL EXPERIENCE

SIDDALL, INC. **RICHMOND, VA** **7/1997 - PRESENT**

Vice President/Controller, Human Resources Director 2006-Present
Human Resources Director 1997-2006

- Responsible for all aspects of Human Resources including employee benefits administration, retirement plan administration, salary and compensation administration, recruitment and retention, performance evaluations, training and development, and employee relations. Ensure compliance with all federal and state employment laws
- Responsible for all aspects of Finance including budget development and management, accounts payables, account receivables, bank reconciliations, journal entries, fixed asset management, financial reporting, audit and year-end review preparation
- Monitor billings, gross profit, expenses, net income, cash flow, balance sheet and client accounts
- Responsible for managing the budget director program; monitor progress of each directors' effectiveness of maintaining their assigned budgets
- Ensures that Agency is in compliance with all regulatory and financial reporting requirements
- Fiduciary role as a member of the Financial Committee, Executive Committee, ESOP Committee and 401k Committee
- Manage all aspects of IT including training, purchasing, and support vendor management
- Facilities management

CREDIT BUREAU OF DELMARVA **SALISBURY, MD** **2/1997 - 7/1997**

Sales Representative

- Serviced existing accounts and established new accounts by planning and organizing daily work schedule to call on existing or potential sales leads
- Installed software and hardware for clients in order for them to request credit reports

INDUSTRIAL CHEMICALS, INC. **RICHMOND, VA** **6/1996 - 2/1997**

Sales Representative

- Serviced existing accounts and established new accounts by planning and organizing daily work schedule to call on existing or potential sales leads

TEAMSTERS JOINT COUNCIL #83 OF VA **RICHMOND, VA** **9/1990 - 6/1996**

Human Resources Manager, Executive Assistant to the Executive Director

- Responsible for payroll processing, performance and salary review administration, personnel file maintenance and Union contract enforcement including enforcement of grievance procedures and representing organization at grievance hearings
- Coordinated Board of Director meetings, arranged travel for Executive Director and Board members, prepared meeting agendas, attended meetings and recorded minutes
- Interacted with Union officials on the Executive Director's behalf

GREAT COASTAL EXPRESS, INC. **RICHMOND, VA** **3/1987 - 6/1990**

Insurance Coordinator

- Benefits enrollment, worked with third party administrator to process claims in a self-insured environment
- Filing of Worker's Compensation claims
- Responded to employee inquiries and assisted with customer service overflow calls

EDUCATION

B.S. Business Administration, Virginia Commonwealth University

Chris Hull



PROFESSIONAL EXPERIENCE

HELIUM STUDIO **RICHMOND, VA** **8/2004 - PRESENT**

Creative Director/Founder

- Gather project requirements, develop wireframes and create compelling web designs based on client goals and objectives
- Oversee creative direction and production throughout projects
- Present designs to clients and provide HTML support for developers. Manage team of developers, designers, and freelancers and tend to day-to-day business operation

IRONWORKS CONSULTING **RICHMOND, VA** **6/2003 – 8/2004**

Interface Designer

- Worked with clients and internal teams to develop creative direction for large-scale web applications, portals, websites and intranets
- Assisted with information architecture and provided creative assets and design direction to developers. Presented designs to internal teams and clients

WHITLOCK EBUSINESS SOLUTIONS **RICHMOND, VA** **5/2000 – 6/2003**

Web Designer

- Developed concepts, delivered designs and maintained creative consistency through project phases
- Integrated client business requirements and technology into design strategies balancing user experience, marketing and aesthetic interests
- Assisted with the integration of user interface issues and information architecture within a design system
- Performed competitive research and analysis
- Provided direction to designers and production team

VIRGINIA LOTTERY **RICHMOND, VA** **11/1998 – 3/2000**

Graphic Designer, Marketing Department

- Executed designs for new products, collateral material, corporate communications and advertising
- Directed photography and edited photos
- Designed and maintained graphics on website
- Performed press checks and acted as liaison between internal departments and vendors

Landmark Communications/Inside Business Magazine 9/1976 – 5/1979

Art Director

Landmark Communications/Style Weekly Magazine 9/1995 to 11/1997

Designer/Associate Art Director

EDUCATION

Masters Coursework in *Media Management & B.S. in Mass Communications, Minor in Political Science at Virginia Commonwealth University*

Steve Bishop



PROFESSIONAL EXPERIENCE

RARE STUDIO LLC **RICHMOND, VA** **4/2008 - PRESENT**

Owner, Creative Director

- Lead coordination of client teams in the development and execution of integrated marketing and interactive campaigns
- Develop strategic brand recommendations, client research and creative strategy
- Creation of strategy proposals and budgets
- Work closely with Agency partners to develop strategic brand recommendations and creative strategy
- Coordinate development teams designing databases and managing data
- Program Flash interfaces with Flash ActionScript
- Develop content-management tools and database-driven websites with PHP and MySQL
- Manage client website development and launch, including development of successful e-mail marketing campaigns

Clients Served: Tele Atlas, Virginia Farm Bureau, Virginia Lottery, Michigan Lottery, AMF Bowling, Richmond Habitat, Hard Rock Café, Virginia Department of Transportation, URS, Rocketts Landing

PARK GROUP **RICHMOND, VA** **1/2003 - 4/2008**

Director of Interactive

- Managed day to day operations of Park Groups Interactive Division
- Created strategy proposals and budgets
- Worked closely with Agency partners to develop strategic brand recommendations and creative strategy
- Coordinated development teams Designing databases and managing data
- Programmed Flash interfaces with Flash ActionScript
- Developed content-management tools and database-driven websites with PHP and MySQL

Clients Served: Toyota, Virginia Lottery, Goodman & Company, Richmond Habitat

WHITLOCK EBUSINESS SOLUTIONS **RICHMOND, VA** **1/1998 - 1/2003**

Senior Interactive Designer

- Designed web-based products as part of the product development team
- Lead the site architecture, structure design and interface design
- Oversaw production designers, interface designers and other site architects

Clients Served: CarMax, Dominion Virginia Power, Discovery Channel

EDUCATION

Pratt Institute, Virginia Commonwealth University

TECHNICAL APPLICATIONS

Adobe, Photoshop, Dreamweaver, Flash, Illustrator

Southeastern Institute of Research Personnel

John W. Martin is the president and CEO of the Southeastern Institute of Research, Inc. (SIR), a 48-year-old full service marketing research firm headquartered in Richmond, Virginia.

SIR has conducted over 14,000 marketing research studies, making it one of the oldest and most experienced marketing research firms in the country. Client work includes focus groups, surveys and ethnographic studies for AARP, American Chemical Society, National Kidney Foundation, AT&T, Electrolux, Goodyear, General Electric Co., Polaroid, Reynolds Metals Company, Rubbermaid, Owens & Minor, PayPal, Media General, Verizon, Public Relations Society of America, and many other national organizations.

Prior to joining SIR, John was the chief marketing officer for PBM Products, a \$120 million consumer products company.

While at PBM, John orchestrated consumer product launches through leading national retailers including Wal-Mart, Kmart, Target, Kroger, Albertson's, CVS and dozens of other national chains.

John began his marketing career at Siddall, Matus & Coughter (SMC), an award-winning communications firm headquartered in Richmond, Virginia. John joined SMC as a young intern and ended up as the firm's president, leading the agency's client program development work in health care, financial and transportation categories. Many of the transportation-related marketing programs guided by John were recognized by the American Marketing Association (AMA) and the Association for Commuter Transportation (ACT) as the most effective communications outreach campaigns in the country.

While at SMC, John led the firm's communications work to introduce Atlanta's HOV system; supported the employer outreach efforts behind the 1996 Summer Olympics in Atlanta; ramped up the clean air awareness building campaigns in Houston, Chicago, Washington and Massachusetts; and, was a member of the team that designed the congestion mitigation program that kept the Springfield Interchange (I-95 and I-495) open during its 8-year expansion project.

In 2003, John took over SIR and immediately focused the research institute on high-profile transportation projects – facility construction projects and transportation demand management (TDM) marketing programs. This included commuter and citizen-related research studies for Arlington County Commuter Assistance Program, Hampton Roads Transit (HRT), TRAFIX, (Virginia) Department of Rail and Public Transportation, Dulles Corridor Metrorail Extension,

Name:	John Martin	
Company Name:	Southeastern Institute of Research, Inc.	
Position:	President & CEO	
Education:	MBA from Virginia Commonwealth University B.A. in Economics from Washington & Lee University	
Certifications and Licenses:	Certifications not required for this industry	
Years Employed by Proposer:	10 years	
Total Professional Experience:	27 years	
Professional Affiliations:	American Marketing Association (AMA) Assn. for Commuter Trans. (ACT) Council of American Survey Research Organizations (CASRO)	

Virginia Department of Transportation, Greater Richmond Transit Company, RideFinders, Rappahannock-Rapidan Planning District Commission, Northern Shenandoah Valley Planning District, Greater Richmond Chamber of Commerce and Telework!VA.

Recognizing the growing impact and opportunity presented by 78 million U.S. Baby Boomers as they redefine what it is like to grow old in America, John launched the SIR Boomer Project, a nationally recognized “think tank” on generational marketing. The Boomer Project tracks generational trends and provides strategic consultation to governmental agencies, associations and businesses on how to effectively market to Gen Y, Gen X, Boomer and Silent Generations. SIR Boomer Project insights come from SIR’s custom-designed qualitative and quantitative marketing research studies and through 8,000 monthly consumer interviews conducted by SIR’s strategic partner, BIGresearch and analyzed by SIR’s researchers.

Boomer Project findings have been featured in the Los Angeles Times, Washington Post, Chicago Tribune, Toronto Star, BusinessWeek, NBC Nightly News, CBS News, MSNBC and NPR’s Morning Edition.

Karen is SIR’s senior vice president of research strategy and executive director of SIR Transportation Project. After being awarded a doctoral degree in sociology from Arizona State University, Karen has had a successful career in marketing and marketing research – working in both corporate and supplier positions. She has conducted a variety of different types of marketing and behavioral research, including market demand forecasting, imagery studies, new product development, advertising research, positioning studies and segmentation research. Her clients include some of the nations and the world’s leading corporations, including Hallmark Cards, Ryder System, Ford Motor Company, Pillsbury, Levi Strauss & Company, Georgia-Pacific, John Hancock Insurance, Green Giant, Burger King, IBM, Allstate Corporation and Vlasic Foods International.

Name:	Karen Smith	
Company Name:	Southeastern Institute of Research, Inc.	
Position:	Senior Vice President, Research Strategy	
Education:	Ph.D. in Sociology from Arizona State University M.A. in Sociology from University of Missouri B.A. – Magna Cum Laude – from Wichita State University	
Certifications and Licenses:	Certifications not required for this industry	
Years Employed by Proposer:	9 years	
Total Professional Experience:	27 years	
Professional Affiliations:	Member, American Marketing Association (AMA) Association for Commuter Transportation (ACT) Phi Kappa Phi Honorary	

With over 25 years of experience conducting research, Karen is the most senior researcher for SIR. In this capacity she personally leads many of SIR’s transportation-related research efforts, addressing such issues as transportation management planning, TDM and transit evaluation and planning, teleworking, innovative financing, HOV operations, HOT lanes development, 511 traveler information service and commuter decision making. She regularly works with large groups of stakeholders, transportation professionals and other advisory groups.

Over the last dozen years, Dr. Smith has focused on transportation research, becoming one of the nation’s leading transportation, TDM and transit marketing researchers. She has led the research efforts on such projects as the AMTRAK Virginia advertising research, Hampton Roads Transit The Tide Light Rail Marketing Research Study, I-66 Transit/TDM Market Research Study, I-95/I-395 HOT Lanes Transit/TDM Market Research Study, Dulles Corridor Metrorail Impact Study, Springfield Interchange Construction CMP (TMP) Research, Hampton Roads’ Congestion Pricing, creative development of 511 Virginia Information Service, Dulles Toll Road Toll Increase Study, Virginia Beach Town Center Impact Study, Arlington County Impact of Transportation on Quality of Life Study, TRAFFIX Awareness and Imagery Tracking Study, VDOT’s Customer Satisfaction Research, I-66 Inside the Beltway Multimodal Study, I-95 Richmond Bridges Restoration Research, and a host of other transportation, TDM and transit studies. She has pioneered the use of multivariate statistics for causal analysis in the transportation and multimodal arena. She conducted groundbreaking research for Arlington

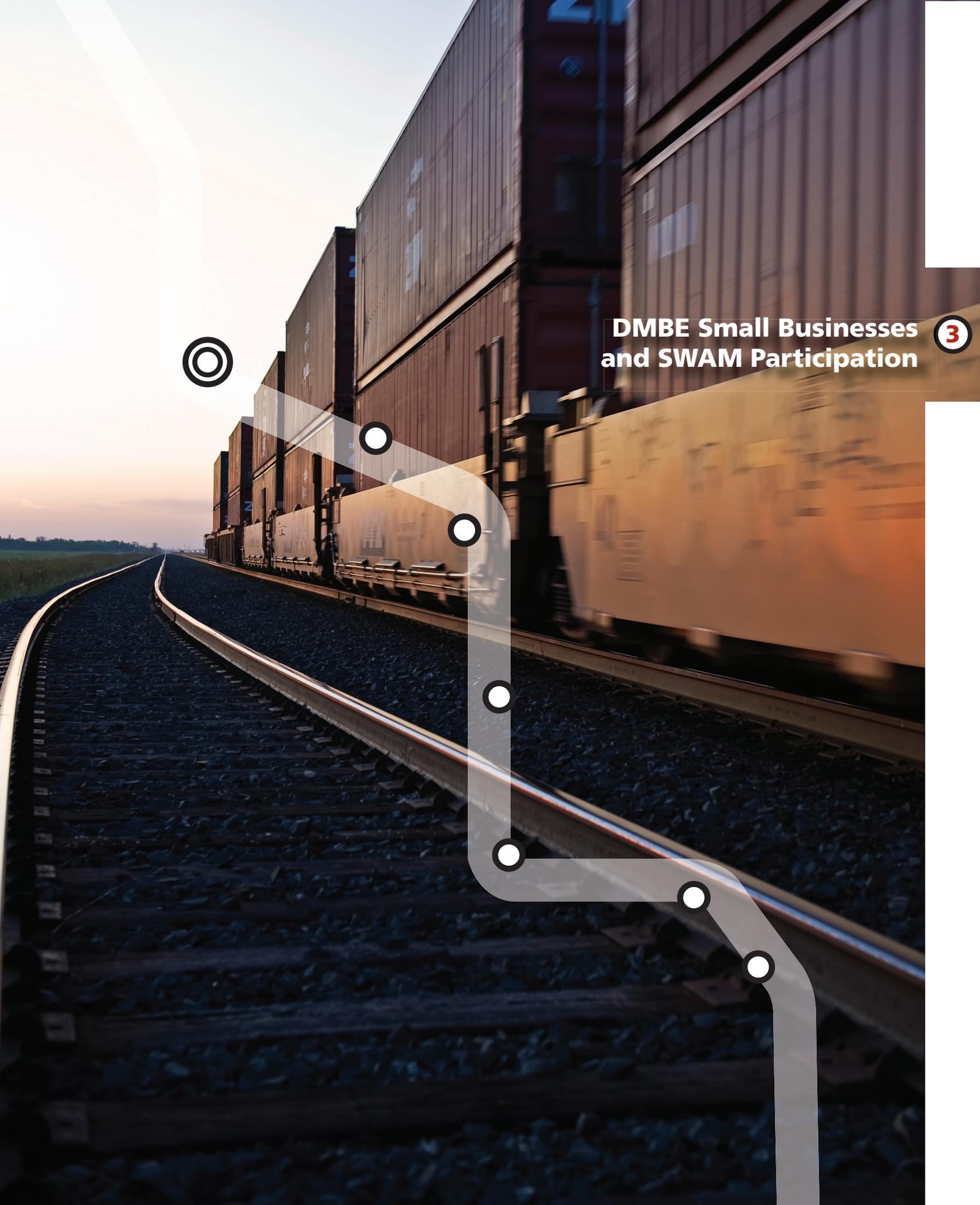
County Commuter Services that identified and quantified the impact of quality of transportation on quality of life. She conducted leading-edge research for the Virginia Department of Transportation that linked the relationship between resident expectations and satisfaction with transportation.

She recently presented “Using a Generational Lens to Advance Non-Drive Alone Alternatives in America” at the Impact of Changing Demographics on the Transportation System Conference of the Transportation Research Board and “How to Link TDM to Quality of Life” at the International Conference of the Association for Commuter Transportation.

John Judy has been with SIR for over 30 years and has recently assumed responsibilities as project manager at SIR Transportation Project. Over the years, John has worked on many transportation projects including research studies related to the Springfield Interchange Construction-related Congestion Mitigation Plan (CMP), the Idea I-66 Inside the Beltway Feasibility Study, Dulles Metrorail and Virginia Beach Town Center Pilot Congestion Mitigation Planning Studies, Telework!VA, and VDOT's 511 traveler information system. John was also involved in the Commonwealth's comprehensive VTrans 2025 Plan, Virginia's statewide, multimodal long-term transportation plan and worked on the Commonwealth's first ever 2007 State of the Commute Study, Northern Virginia HOT Lanes Study and the Hampton Roads Variable Pricing Study.

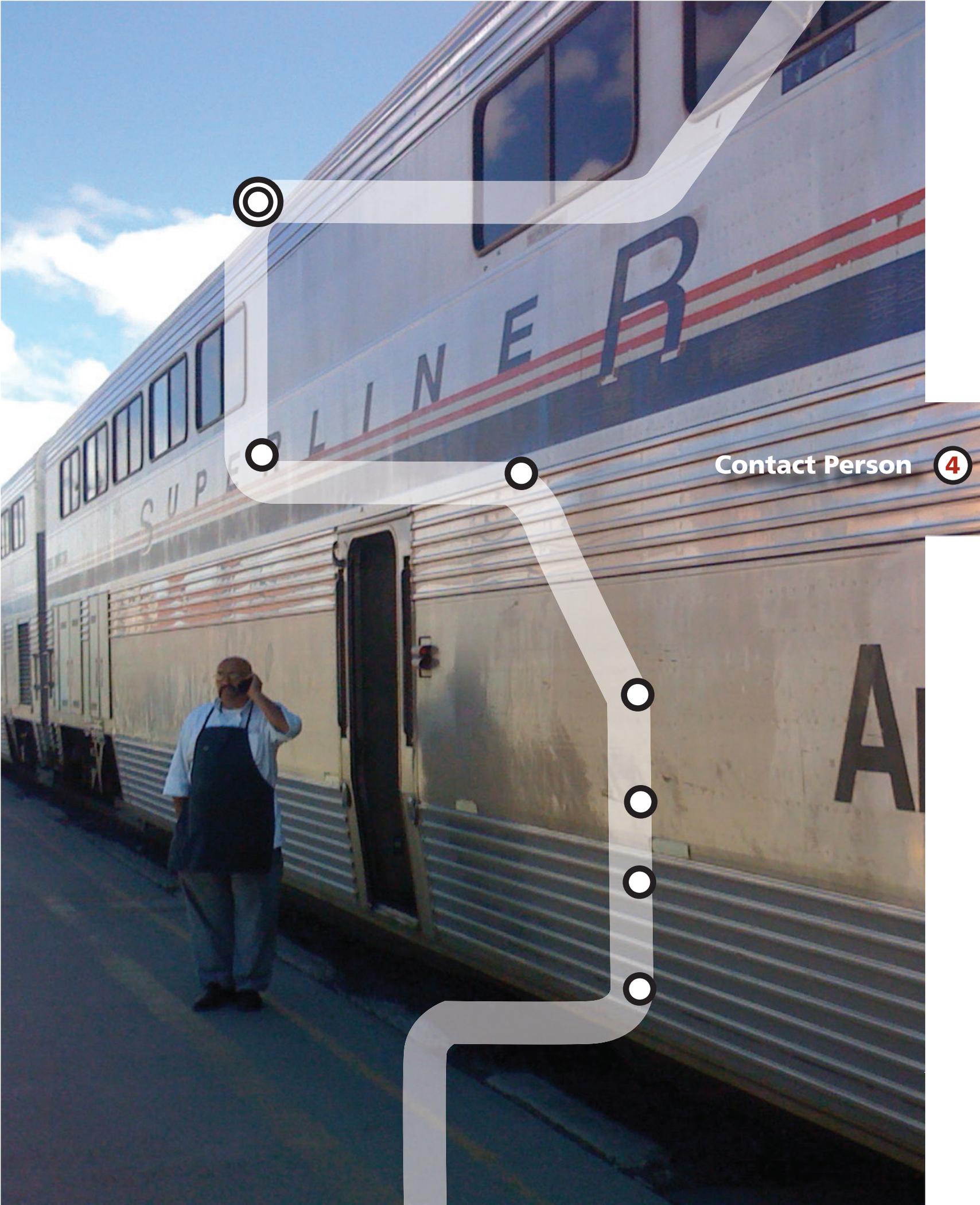
Name:	John Judy	
Company Name:	Southeastern Institute of Research, Inc.	
Position:	Project Manager	
Education:	B.S. in Business Administration from West Virginia University	
Certifications and Licenses:	Certifications not required for this industry	
Years Employed by Proposer:	35 years	
Total Professional Experience:	38 years	
Professional Affiliations:	American Marketing Association (AMA)	

Prior to John's role as project manager, he led SIR's data processing, programming CATI surveys, tabulating data, cleaning and editing data files, performing statistical tests and supporting all of SIR's transportation-related research studies. John managed the data processing department and was responsible for all computer upgrades and maintenance, and performed network maintenance and administration as requested by the LAN Administrator. John received his B.S. in business administration from West Virginia University. He is a member of the American Marketing Association and is active in the Richmond community through various organizations, including serving as a Community Advisory Board member for WCVE-88.9 FM and as a former president of the Big Brothers/Big Sisters of Richmond board of directors.



**DMBE Small Businesses
and SWAM Participation**





Contact Person

4

Am
A

Tab 4 Contact Person

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

John Siddall
804-788-8011 ext.3308
JSiddall@siddall.com
830 E. Main Street
24th Floor
Richmond, VA 23219



Chairman

Chief Strategy Officer

Account Executive

Social Media Strategist

Creative Director

Production Director

Media Planner/Buyer

Project Manager

Controller

Public Relations

Staffing and Pricing Plan

Tab 5 Staffing and Pricing Plan

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

Attachment D

Price Schedule

Labor Category & Name*	Direct Actual Hourly Rate	Overhead Rate	Profit	Total Fixed Rate
Media Planner/Buyer				\$77.35
Account Supervisor				\$170.58
Account Executive				\$113.72
Chief Strategy Officer				\$218.35
Account Supervisor				\$148.58
Senior Project Manager				\$170.58
Project Manager				\$75.05
Production Director				\$195.60
Production Manager				\$155.24
Creative Director/Art Director				\$234.27
Graphic Arts				\$177.41
Controller				\$180.83
Social Media Strategist				\$113.72
Strategy/Management Supervisor				\$341.16

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

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

Subcontractor Labor Category	Hourly Rate
Public Relations Senior Consultant	\$150
Web Development	\$125
Copy/Publications/Content Development	\$150
Research/SIR	
Principal	\$173.73
Research Professional	\$144.77
Research Professional	\$144.77
Admin	\$57.91

**Below Is Required Information That Was Missing from
Proposal But Submitted Prior To Evaluation**

Attachment D

Price Schedule

Labor Category & Name*	Direct Actual Hourly Rate	Overhead Rate	Profit	Total Fixed Rate
Media Planner/Buyer				\$77.35
Account Supervisor				\$170.58
Account Executive				\$113.72
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Senior Project Manager				\$170.58
Project Manager				\$75.05
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Production Manager				\$155.24
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Graphic Arts				\$177.41
Controller				\$180.83
Social Media Strategist				\$113.72
Strategy/Management Supervisor				\$341.16

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

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

Subcontractor Labor Category & Name*	Direct Actual Hourly Rate	Overhead Rate	Profit	Total Fixed Rate
Southeastern Institute of Research				
Agency Principal				\$214.22
Research Professional				\$171.41
Research Professional				\$137.10
Research Professional				\$130.66
Research Professional				\$75.41
Administration				\$89.13
Administration				\$68.55
Public Relations Senior Consultant				\$150.00
Web Development/Rare Studio				\$125.00
Web Development/Helium				\$125.00

Attachment D

Price Schedule

Labor Category & Name*		Direct Actual Hourly Rate	Overhead Rate	Profit	Total Fixed Rate
Media Planner/Buyer					\$77.35
Account Supervisor					\$170.58
Account Executive					\$113.72
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Project Manager					\$75.05
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Graphic Arts					\$177.41
Controller					\$180.83
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Strategy/Management Supervisor					\$341.16

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Agency Principal					\$214.22
Research Professional					\$171.41
Research Professional					\$137.10
Research Professional					\$130.66
Research Professional					\$75.41
Administration					\$89.13
Administration					\$68.55
Public Relations Senior Consultant					\$150.00
Web Development/Rare Studio					\$125.00
Web Development/Helium					\$125.00

Below are negotiated terms agreed to before a contract
was issued to the offeror



COMMONWEALTH of VIRGINIA

Thelma D. Drake
Director

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION
600 EAST MAIN STREET, SUITE 2102
RICHMOND, VA 23219

(804) 786-4440
FAX (804) 225 3752
VIRGINIA RELAY CENTER
1-800-828-1120 (TDD)

July 18, 2013

Mr. John Siddall
Siddall
830 E. Main Street, 24th Floor
Richmond, Virginia 23219

Dear Mr. Siddall:

Please find outlined below a summary of the contract terms negotiated between the Department of Rail and Public Transportation (DRPT) and Siddall for RFP 505-13-RR0002 Contract for General Communications and Marketing Consultant Services.

- No work will begin on a task order until a purchase order has been issued through eVA. The issuance date of the eVA purchase order will serve as the Notice To Proceed.
- Invoices will be submitted no more frequently than once a month and within 90 calendar days from the date an expense has occurred.
- Invoices for task orders issued will be submitted within 90 days of the end date of the task order. After 90 days, task orders will be closed.
- Purchase Order Deobligation and Closing Forms will be signed and returned to DRPT within seven business days after receipt from a DRPT Program Manager.
- Weekly email status updates on all DRPT task orders will be sent to the assigned Program Manager.
- Annex 3-J Certification of Compliance with Prohibition of Political Contributions and Gifts During the Procurement Process was signed and returned to DRPT.
- An updated pricing schedule was submitted lowering the overhead and profit percentages for Siddall and subconsultants listed in the proposal. Siddall agreed to lock in the rates without rate increases for the first three years of the contract.
- If requested, Siddall will staff certain special events with interns / lower level staff for tasks that may include disbursing marketing materials. Siddall will invoice

The Smartest Distance Between Two Points
www.drpt.virginia.gov

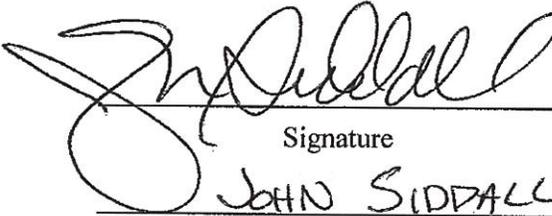
DRPT a total fixed hourly rate under \$50 for these services as agreed upon on a case by case basis in the task order.

- Throughout the term of this Contract, if Siddall offers any of the services available under this Contract at a lower price, or offers more services for the same price to a State agency or higher education institution in Virginia, Siddall agrees to make the same offer available to DRPT for this Contract. Accordingly, within 10 days, Siddall shall notify DRPT of the offer, and if DRPT, at its sole option, wishes to accept it, the parties will amend this Contract to reflect the accepted offer.

Please acknowledge acceptance by Siddall of the negotiated terms by signing below and returning to Ashley Nusbaum at ashley.nusbaum@drpt.virginia.gov. Should you have any questions, please contact me at the email address above or call 804-786-2890

SIDDALL

DEPARTMENT OF RAIL AND
PUBLIC TRANSPORTATION



Signature

JOHN SIDDALL

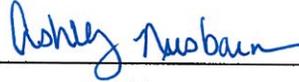
Printed Name

CHAIRMAN

Title

July 18, 2013

Date



Signature

Ashley Nusbaum
Financial Compliance and
Procurement Analyst

7/19/13

Date

Annex 3-J
CERTIFICATION OF COMPLIANCE
WITH PROHIBITION OF POLITICAL CONTRIBUTIONS AND GIFTS DURING THE
PROCUREMENT PROCESS

For contracts with a stated or expected value of \$5 million or more except those awarded as the result of competitive sealed bidding

I, JOHN SIDDALL, a representative of SIDDALL INC.
Please Print Name Name of Offeror

am submitting a proposal to the Department of Rail and Public Transportation in response to 505-13-RR0002 - Contract for General Marketing and Communications Consultant Services, a solicitation where stated or expected contract value is \$5 million or more which is being solicited by a method of procurement other than competitive sealed bidding as defined in § 2.2-4301 of the *Code of Virginia*.

I hereby certify the following statements to be true with respect to the provisions of §2.2-4376.1 of the *Code of Virginia*. I further state that I have the authority to make the following representation on behalf of myself and the business entity:

1. The offeror shall not knowingly provide a contribution, gift, or other item with a value greater than \$50 or make an express or implied promise to make such a contribution or gift to the Governor, his political action committee, or the Governor's Secretaries, if the Secretary is responsible to the Governor for an agency with jurisdiction over the matters at issue, during the period between the submission of the proposal and the award of the contract.
2. No individual who is an officer or director of the offeror, shall knowingly provide a contribution, gift, or other item with a value greater than \$50 or make an express or implied promise to make such a contribution or gift to the Governor, his political action committee, or the Governor's Secretaries, if the Secretary is responsible to the Governor for an agency with jurisdiction over the matters at issue; during the period between the submission of the proposal and the award of the contract.
3. I understand that any person who violates § 2.2-4376.1 of the *Code of Virginia* shall be subject to a civil penalty of \$500 or up to two times the amount of the contribution or gift, whichever is greater.

Signature

Title

Date

Chairman

July 2, 2013

Nusbaum, Ashley (DRPT)

From: Bettina Roda [BRoda@siddall.com]
Sent: Friday, July 12, 2013 1:36 PM
To: Nusbaum, Ashley (DRPT)
Subject: RE: Follow up to Negotiation
Attachments: VDRPT RFP Price Schedule with reduced Overhead Rate.pdf; VDRPT RFP Price Schedule Redacted with reduced Overhead Rate.pdf

Hello Ashley,

We have reviewed and revised our pricing schedule so that our overhead rate is in line with what you are used to seeing, and in line with SIR's overhead rate. I have attached a revised pricing schedule, as well as a redacted version, for your review. The unredacted copy of Attachment D, Price Schedule should be treated as confidential and protected from FOIA requests.

Please let me know if you have any additional questions. Have a nice weekend.

Bettina Roda - VP, Controller, HR Director

830 East Main Street 24th Floor | Richmond, VA 23219 | P: 804-788-8011 ext. 3361 | F: 804-788-8893 www.siddall.com

Art That Inspires Action

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From: Nusbaum, Ashley (DRPT) [mailto:ashley.nusbaum@drpt.virginia.gov]
Sent: Friday, July 12, 2013 11:56 AM
To: Bettina Roda
Subject: RE: Follow up to Negotiation

Hi Bettina.

In the negotiation meeting last week, we discussed that we are used to approving overhead percentages at a maximum of 200% on state contracts. Siddall's overhead of 303% is much higher than we've seen. We respectfully request that you provide a significant reduction in your overhead and submit a revised pricing plan for us to review.

We would like to wrap this up early next week as we have several task orders ready to go out. Please let me know if you need more information. Thanks.

Ashley Nusbaum
804-786-2890

From: Bettina Roda [mailto:BRoda@siddall.com]
Sent: Monday, July 08, 2013 10:17 AM

To: Nusbaum, Ashley (DRPT)
Subject: RE: Follow up to Negotiation

Ashley,

As requested, attached is the revised Attachment D Price Schedule, including a redacted copy. I have also included documentation from SIR regarding their overhead rate calculation. John Martin is traveling this morning, however he will be providing the requested payroll register later today. I will forward that to you as soon as I receive it from John.

Please let me know if you have any other questions or need additional information.

Sincerely,

Bettina Roda - VP, Controller, HR Director

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From: Nusbaum, Ashley (DRPT) [<mailto:ashley.nusbaum@drpt.virginia.gov>]
Sent: Monday, July 08, 2013 8:35 AM
To: Bettina Roda
Subject: RE: Follow up to Negotiation

Bettina,

Thank you for your response last week. I just wanted to let you know I received it. Will SIR provide their payroll register as well? Thanks.

Ashley Nusbaum
804-786-2890

From: Bettina Roda [<mailto:BRoda@siddall.com>]
Sent: Wednesday, July 03, 2013 10:03 AM
To: Nusbaum, Ashley (DRPT)
Cc: Thompson, Angela (DRPT)
Subject: Follow up to Negotiation

Ashley,

It was very nice meeting you and Angela yesterday. I have attached the final FAR Audit report as well as a copy of the Department of Transportation's letter approving the rate. Also attached is the payroll register, including a redacted version, for all employees/positions listed in the Price Schedule, Attachment D. You will

see that Jill Contreras, Project Manager, is not on the payroll register as she is no longer with the agency. She resigned after we submitted our response.

The final item that I am still working on is the revised Price Schedule, Attachment D. I have spoken with SIR regarding their profit margin and the development of their overhead rate. As soon as I hear from them I will revise the Price Schedule and send that to you. I can tell you that they indicated that they are exempt from the FAR audit requirement so I have asked if they could prepare a statement as to how they arrived at their overhead rate.

Please let me know if I have missed anything from our conversation yesterday.

I hope you have a wonderful 4th of July.

Sincerely,

Bettina Roda - VP, Controller, HR Director

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Attachment D

Price Schedule

Labor Category & Name*		Direct Actual Hourly Rate	Overhead Rate	Profit	Total Fixed Rate
Media Planner/Buyer					\$56.51
Account Supervisor					\$124.61
Account Executive					\$83.07
Chief Strategy Officer					\$159.51
Account Supervisor					\$108.54
Senior Project Manager					\$124.61
Project Manager					\$54.82
Production Director					\$142.88
Production Manager					\$113.40
Creative Director/Art Director					\$171.14
Graphic Arts					\$129.60
Controller					\$132.09
Social Media Strategist					\$83.07
Strategy/Management Supervisor					\$249.22

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

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

Subcontractor Labor Category & Name*		Direct Actual Hourly Rate	Overhead Rate	Profit	Total Fixed Rate
Southeastern Institute of Research					
Agency Principal					\$233.67
Research Professional					\$155.78
Research Professional					\$124.61
Research Professional					\$118.75
Research Professional					\$68.53
Administration					\$81.00
Administration					\$62.31
Public Relations Senior Consultant					\$118.80
Web Development/Rare Studio					\$108.00
Web Development/Hellum					\$108.00

Attachment D

Price Schedule

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Administration				\$62.31
Public Relations Senior Consultant				\$118.80
Web Development/Rare Studio				\$108.00
Web Development/Helium				\$108.00