



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)

Contract for General Communications and Marketing Consultant Services

Contract Number 505-14-CC0003

THIS CONTRACT for General Communications and Marketing Consultant Services is entered into this 30th day of July, 2013 by Spurrier Media Group, (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.

SPURRIER MEDIA GROUP

**DEPARTMENT OF RAIL AND
PUBLIC TRANSPORTATION**

By: Donna Spurrier
Name: DONNA SPURRIER
Title: PRESIDENT
Date: 7/31/13

By: Ashley Nusbaum
Ashley Nusbaum
Financial Compliance and
Procurement Analyst
Date: 8/1/13

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.



Page Left Blank Intentionally

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.

Page Left Blank Intentionally

REQUEST FOR PROPOSAL

General Communications and Marketing Consultant Services Contract

TABLE OF CONTENTS

I. Purpose6

II. Contract Amount and Term.....6

III. Background.....6

IV. Statement of Needs6

V. Proposal Preparations and Submission Requirements.....9

VI. Evaluation and Award Criteria12

VII. Reporting and Delivery Requirements.....13

VIII. Optional Pre-Proposal Conference14

IX. Attachments14

X. Required General Terms and Conditions14

XI. Special Terms and Conditions.....14

ATTACHMENTS.....

Attachment A: Required General Terms and Conditions15

Attachment B: Special Terms and Conditions23

**Attachment C: Department of Minority Business Enterprise (DMBE) Small Business
Subcontracting Plan29**

Attachment D: Price Schedule..... 33

Attachment E: Quarterly SWAM Report35

Attachment F: Agencies Funded by DRPT37

Attachment G: Report of Orders Received From Additional Users..... 39

Attachment H: Disadvantaged Business Enterprises (DBE) Subcontractor Report41

Attachment I: State Corporation Commission Form.....43

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

Name of Procurement Officer **ASHLEY NUSBAUM**

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

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

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

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

This space intentionally left blank

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.

This space intentionally left blank

Page Left Blank Intentionally

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.

This space intentionally left blank

Page Left Blank Intentionally

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 \$					

Page Left Blank Intentionally

Page Left Blank Intentionally

Page Left Blank Intentionally

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.	

Page Left Blank Intentionally

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												
												-

Page Left Blank Intentionally

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):



May 20, 2013

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

Dear Ms. Nusbaum –

Spurrier Media Group along with Smith Gifford, Ogilvy Public Relations and SIR (Southeast Institute of Research) are pleased to submit our response to RFP 505-13-RR0002.

We look forward to the possibility of working with your team on this new contract.

If there are any questions and/or comments, please feel free to contact our Director of Business Development and Agency Relations, Ingrid Vax (phone: 540-760-1636, e-mail: ivax@spurriermediagroup.com)

Warm regards,

A handwritten signature in black ink, appearing to read "Donna Spurrier", with a long, sweeping underline.

Donna Spurrier
President, Spurrier Media Group

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:

Spurrier Media Group
140 Virginia St
Suite 301
Richmond VA 23219

541876923
FEI/FIN Number

dspurrier@spurriermediagroup.com
E-mail

5-20-13
Date
[Signature]
Signature in Ink
Danna Spurrier, President
Printed or Typed Name of Above
804-698-6333
Phone
804-698-6336
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.



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)

May 8, 2013

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposals: 505-13-RR0002
 Commodity: 91522 – Communications Marketing Services
 91826 - Communications – Public Relations Consulting
 91876 – Marketing Consulting
 96153 – Marketing Services (Incl. Distribution, Research, Sales Promotions, etc.)
 Dated: May 8, 2013
 For Delivery To: Department of Rail and Public Transportation, Agencies/Facilities within the Transportation Secretariat
 Proposal Due: May 20, 2013
 Pre-proposal Conference: May 6, 2013

Clarification Questions

See attached responses to all questions received on or before May 6, 2013.

All other information will remain the same.

Note: A signed acknowledgment of this addendum must be received at the location indicated on the RFP either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Regards,

Ashley Nusbaum
Contract Officer
Phone: 804-786-2890

Spurrier Media group
Name of Firm

Donna Spurrier, President
Signature/Title

5-8-13
Date

Attachment



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)

May 15, 2013

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference – Request for Proposals: 505-13-RR0002
 Commodities: 91522 Communications and Marketing
 Services: 91826 Communications: Public Relations
 Consulting
 91876 Marketing Consulting
 96153 Marketing Services (Incl. Distribution,
 Research, Sales Promotion)
 Dated: April 24, 2013
 For Delivery To: Department of Rail and Public Transportation,
 Agencies/Facilities within the Transportation
 Secretariat and Grantees of DRPT
 Proposal Due: May 20, 2013
 Pre-proposal Conference: May 6, 2013

Below is hereby changed to read:

1. Reference Page 14, IX. Attachments: Attachment H – Disadvantaged Business Enterprises (DBE) Subcontractor Report (**Do not return with proposal**).

Clarification Questions

See attached responses to all questions received after May 6, 2013.

All other information will remain the same.

Note: A signed acknowledgment of this addendum must be received at the location indicated on the RFP either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Regards,
Ashley Nusbaum
Contract Officer
Phone: 804-786-2890

Spurrer Media Group
Name of Firm

Ashley Spurrer, President
Signature/Title

5-16-13
Date

Attachment



TECHNICAL PROPOSAL

TABLE OF CONTENTS

TAB 1 -	<i>Understanding the Work and Plan for Providing Services</i>	<i>Page 3</i>
TAB 2A -	<i>Experience and Qualifications</i>	<i>Page 4</i>
TAB 2B -	<i>Statement of Needs</i>	<i>Page 17</i>
TAB 3 -	<i>SWaM Certification</i>	<i>Page 55</i>
TAB 4 -	<i>Contact Person</i>	<i>Page 56</i>
TAB 5 -	<i>Staffing and Pricing Plan</i>	<i>Page 57</i>
ADDENDUM -	<i>Creative Work Samples</i>	<i>Page 58</i>

TAB 1

Understanding the 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.



This team of transportation specialists is pleased to have the opportunity to share our credentials with the Department of Rail and Public Transportation (DRPT) through your RFP process. At this moment in time, DRPT has a great opportunity to take advantage of the cultural shift that is happening in the Commonwealth of Virginia. As the demographics change and the state builds its infrastructure to be even more successful, its citizens want positive experiences. DRPT has the solution to one of the most frustrating and time consuming experiences we all face: getting around this great Commonwealth.

Business and leisure travelers have options. We want them to know that they can say goodbye to the one square foot of leg room and 2-inch bag of stale peanuts we are afforded with air travel. Good riddance to delayed flights. Goodbye to staring at the "South of the Border" bumper stickers on the Ford Fiesta ahead of your 2-1/2 hours on I-95. Later gator to the "traffic delays for next 20 miles" highway alert signs! And HOWDY to the convenience of rail travel. HELLO to the productivity of quiet cars, free Wi-Fi, and the comfort of an uninterrupted, snack-supported trip to where ever it is we Virginians are going – everyday. GREETINGS to the most efficient and effective travel options in the Commonwealth.

We know that a major objective of DRPT is to have rail travel that originates in Virginia be booked through Amtrak Virginia's website (www.amtrakvirginia.com.) To make this happen, you need smart and creative advertising as well as the social and digital tools to usher an interested traveler through to the home site, while optimizing all metrics for better efficiencies. Spurrier Media Groups' proprietary Metric Effect planning and optimization tool provides actionable insights rather than simply metric reporting, which allows your media dollars and your earned placements to work smarter. (Please see Union First Market Bank Case Study Attachment K for an example of Metric Effect Planning and Optimization Tool at work.)

Building the kind of integrated marketing communications campaign that will convey DRPT's unique experience is also critical. It is not enough to build awareness. Our job is to move people to consider DRPT and to use DRPT. To create that kind of behavioral change requires a deep understanding of your audiences and a smart, insightful advertising/media/public relations plan that can tap into the emotional side of the brain when people are making decisions. That is what we hope to have the opportunity to do for you and with you, as part of your team.

We believe that **Experience Matters – for your consumer and for your agency of record.**

We understand what matters to your consumer and we have experience with your brand. We welcome the opportunity to impact both.

TAB 2A — 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. Organizational Structure – 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.



EXPERIENCE MATTERS.

Having a deep reservoir of transportation experience and marketing communications expertise is critically important to this contract. Our team has that experience and expertise. We have worked with DRPT and other transportation entities and we understand your needs and challenges, and we collectively have years of senior-level experience in transportation, travel, hospitality and government. We've led the successful national Amtrak marketing communications for the past five years and we appreciate all that it entails: advertising in broadcast, print, online, collateral design, promotions and even creating and managing the incredibly successful National Train Day ®. We've helped to develop the advertising plans for new rail routes in Lynchburg, Richmond and the recent Norfolk to Washington route. We've worked on the business-to-business communication plans to try and incentive telework. We've conducted transportation research. We've generated transportation earned media. Collectively this team has the depth and breadth to handle all of your marketing communications needs as well as the expertise to do it collaboratively and masterfully. We have the experience to do this work for you, and experience matters.

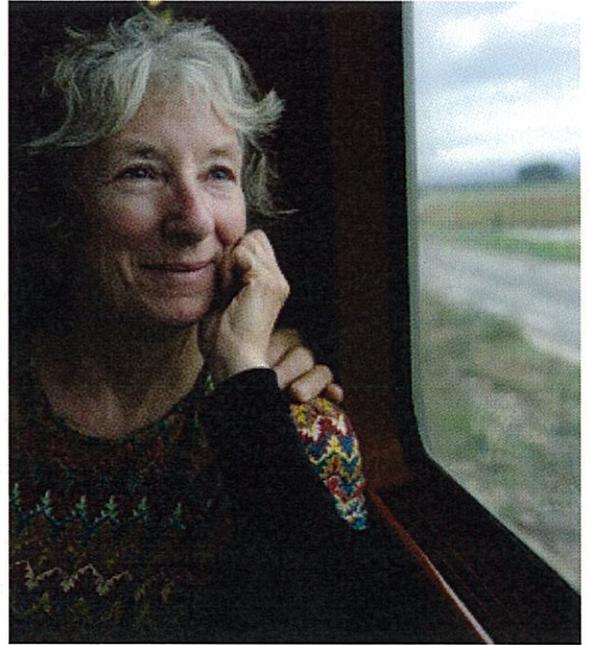
• **Spurrier Media Group**, a SWaM-certified, woman-owned strategic media communications agency with extensive transportation experience, will serve as the prime contractor on the DRPT General Communications and Marketing Consultant Services Contract. We understand what it takes to communicate with consumers and get positive results. We understand what makes consumers tick and we help our clients optimize campaigns that lead their target audiences through the consumer path.

Founded in 1996, Spurrier Media Group develops breakthrough media strategies for local, regional, and national clients in the government, non-profit and commercial sectors. We are a modular agency that establishes unique partnerships with creative agencies and research firms for the benefit of our clients. With those partnerships we develop a strategic approach to our clients' marketing needs and then formulate recommendations on what to communicate, where to communicate and how to communicate with key target audiences in order to garner maximum visibility, awareness, consideration and product trial. After all, key to the success of any campaign is the expectation and management of results. Spurrier Media Group is seasoned in developing customized campaigns specifically designed to maximize results.

TAB 2A — 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. Organizational Structure – 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.



• **Ogilvy Public Relations** is a global, integrated communications firm that blends proven PR methodologies to craft strategic programs that give clients winning and measurable results in marketing, public education, issues management and crisis communications. We are blessed to have such a world renowned public relations agency in our backyard and, as such, will partner with Ogilvy to provide comprehensive public relations, event marketing and communications support for DRPT. Ogilvy, which has worked with a number of transportation clients, strives to create masterful stories that raise awareness, shape or change opinions, influence all parties and build and connect communities that will help propel its clients' businesses.

• **SmithGifford**, a renowned branding and creative agency will focus on DRPT's strategy, creative and production. July 1st marks eleven years for SmithGifford as a creative advertising agency. Matt Smith decided to start his own agency in Falls Church, Virginia after leaving large, national agencies such as Arnold Worldwide and Chiat/Day. He had led large global accounts such as Intel, BMW, Apple and Choice Hotels, but he wanted to create his agency focused on quality and culture and less on the size of the account. Since then, SmithGifford has attracted senior-level employees, grown its stellar creative reputation and won a solid base of clients across many industries, including hospitality, retail, automotive, energy, banking, non-profits, and education. In 2011, Karen Riordan joined the firm as President of the agency, responsible for Strategy, Client Services and Business Development. Karen led the national Amtrak work from 2005-2010 while President of Arnold DC.

• **Southeastern Institute of Research** is a SWaM-certified small business marketing firm headquartered in Richmond, Virginia. For 48 years, 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. If there is one category we specialize in, it's transportation-related research and planning – supporting state-level transportation agencies, rideshare organizations, transit companies, MPOs and PDCs. We have been, and continue to be, a valued and trusted adviser for many transportation agencies and organizations across Virginia. Our support work for these transportation agencies includes research-inspired strategic planning and program evaluation support across a number of transportation-related program areas including transit and light rail services, teleworking (TeleworkVA), TDM programs (car and vanpooling, transit, rail, telecommute, etc.), public education and information programs, congestion management programs (CMPs/TMPs), Virginia's 511 program, E-ZPass, Highway maintenance and construction projects, and HOT lanes and congestion pricing.

TAB 2A — **Experience and Qualifications**

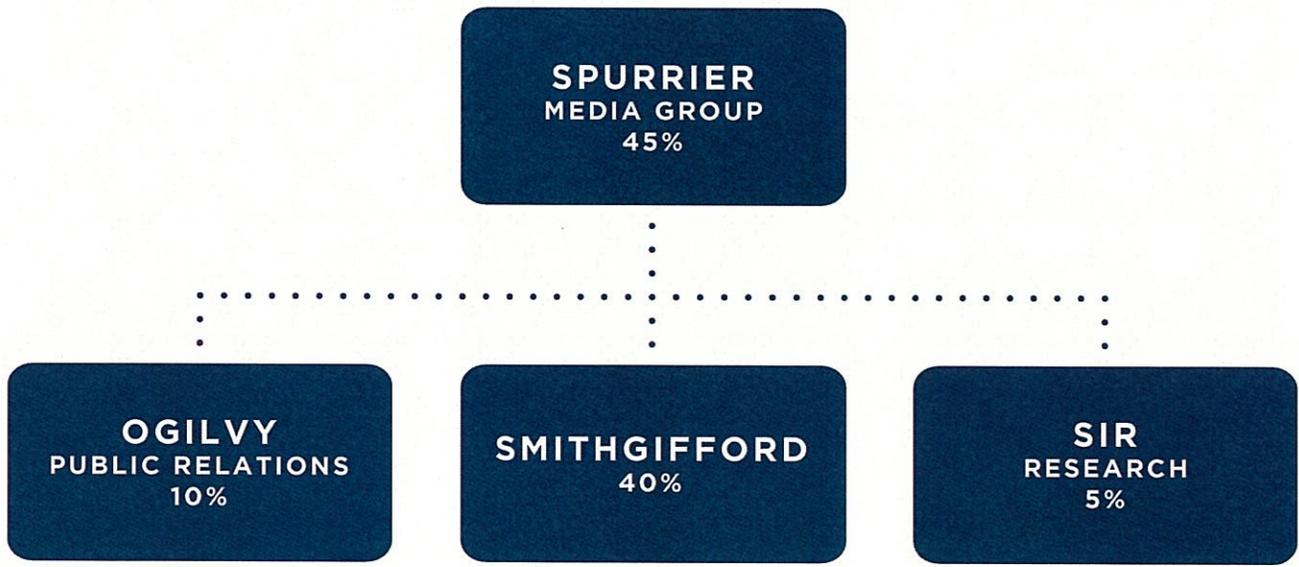
The Offeror must describe the skills and qualifications it has available to perform the various types of tasks described in the Statement of Needs. The key personnel who could be assigned to these various tasks must be identified. The Offeror must demonstrate that it has sufficient personnel with the 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. Organizational Structure – 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.



SIR has specifically served you – the Department of Rail and Public Transportation – for more than 20 years starting with the market research behind the (re)launch of the I-66 HOV lanes in Northern Virginia. Since then, we have helped with the Amtrak Virginia advertising research, the Dulles Metrorail project, the development, launch and evaluation of the Telework!VA program, TDM planning, and the first ever statewide Virginia State of the Commute research program. We have assisted with the congestion mitigation program for the Springfield Interchange reconstruction project, supported the HOV system and transit and TDM programs throughout the state and been involved with several high profile corridor planning initiatives including the I-95/I-395 “HOT” Lanes Transit/TDM Study and the I-66 Transit and TDM Market Research Studies. On many of these assignments, we helped DRPT advance projects with strategic market research and planning insights. We not only succeeded, but in the end, we helped DRPT build greater public appreciation and support for the projects, and DRPT, overall.

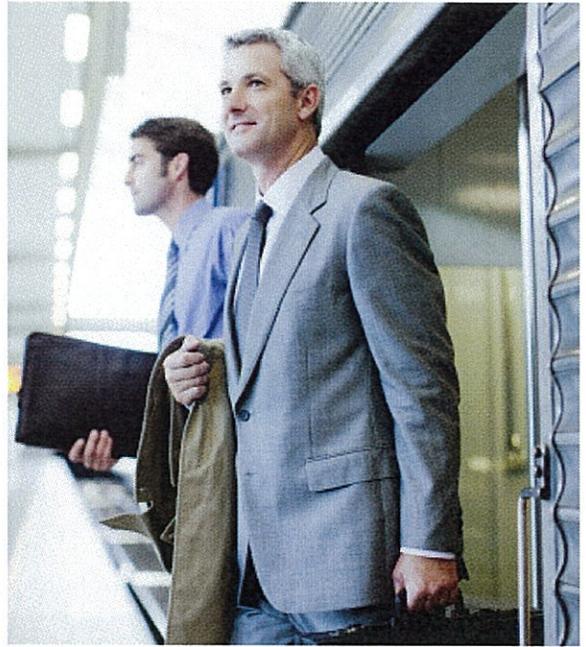
For contracting purposes, the organizational chart for this team will be as follows:



TAB 2A — 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.

B. Key Personnel – 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.



Donna Spurrier – Executive Strategist/Communications Planner, Spurrier Media Group

With more than 30 years in the industry, Donna is renowned for developing media models and strategies that allow clients to break out of the clutter and mend the divide between the creative process, media, research, and campaign executions. Her creative approach to media planning and consumer integration won Donna the '40 Under 40' award the first year Spurrier Media Group was in business. It also recently won Donna the 'Ad Person of the Year' award from the Richmond Ad Club, a distinguished honor because it marked the first time in the Club's 52-year history that a creative award was given to a strategic media professional. Donna has been an executive strategist on key transportation and State projects for more than ten years. She helped launch the first statewide smoking cessation campaign for the Virginia Tobacco Settlement Foundation and was instrumental in developing numerous campaigns for the Virginia Housing Development Authority, Virginia Lottery, Hampton Roads Transit and Virginia Department of Transportation. She has led the media strategy and media planning for Amtrak Virginia since 2008. Today, she serves on the Executive Board of Goodwill Industries.

Carol Davis – Team Lead and Senior Media Planner, Spurrier Media Group

An advertising, branding and media professional for 30 years, Carol has worked for some of the top agencies on the East Coast, including Wells Rich Greene/BDDP, Horizon Media, The Martin Agency and Arnold Communications. She excels at developing and planning strategic media buys for her clients in the Mid-Atlantic region and continually provides outstanding client service. Carol has been an integral member of the Spurrier Media Group team since 2001. She has played an active role on the Amtrak Virginia account since 2008.

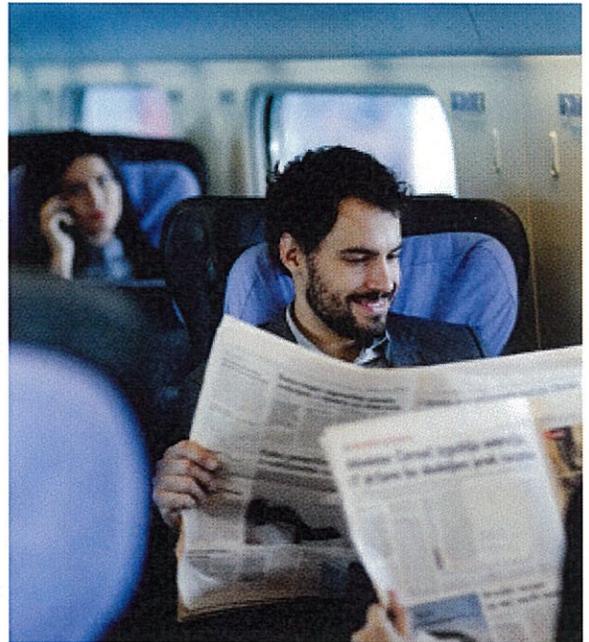
Ingrid Vax – Director of Business Development & Agency Relations, Spurrier Media Group

Ingrid has over 20 years of experience in marketing communications. Her deep background in advertising and branding spans the spectrum of marketing in both the corporate sector and agency business, ranging from Volvo Cars of North America, Chevy Chase Bank (now Capital One), and Sallie Mae to Scali McCabe Sloves and Qorvis Communications. In her role at Spurrier Media Group, she oversees agency and client relations as well as new business development and related operations. Ingrid is a strategic leader offering vast experience in B2C and B2B marketing. During her career, she has been recognized for her ability to implement positive change in fast-paced, challenging environments and effectively lead large cross-functional teams. Her transportation experience includes ten years working with Volvo, where she helped reshape the company's brand image and launched close to a dozen new product lines.

TAB 2A — 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.

B. Key Personnel – 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.



Angie Aleksa – Digital/Online Media Planner and Buyer, Spurrier Media Group

Angie rejoined Spurrier a year ago as our resident digital expert and bringing with her years of experience in the online space. Today, she provides insight and guidance to all of our clients needing in navigating digital media plans. Angie began her career with The Martin Agency where she was part of the first in-house training program for media planning, buying and strategic development. Shortly thereafter, she joined Spurrier Media Group to sharpen her strategic media skills working on accounts such as the Virginia Tourism Corporation and Colonial Williamsburg. Due to her desire to provide the best media opportunities to her clients, she was drawn to the fast paced, fast growing online/digital world. After working at our partner agency eBrains for a number of years, Angie returned to Spurrier in 2011 and is now our strategic media planner/buyer for all things digital, helping clients learn and understand this non-traditional landscape and how it can enhance a traditional media plan.

Sarah Natale – Media Assistant, Spurrier Media Group

Sarah is our research coordinator, pulling weekly comparative advertising analyses for large national clients and assisting on complex MRI and Media Day research projects. She is also the administrator of our web-based job tracking and integrated project management software, Workamajig. In this role, she serves as our lead traffic manager, assigning work to various members of our team and tracking deliverables to ensure they are completed on time and on budget.

Matt Smith – CEO and Chief Creative Officer, SmithGifford

Matt redefines passionate. When he gets behind a cause nothing will stand in his way. He's the same way when it comes to advertising. His special talent is putting together lots of diverse points of view and distilling them into one simple, big idea. With over 30 years in advertising, Matt has worked on everything from BMW, Infiniti, Virginia Lottery and Choice Hotels International to American Trucking Associations and the Virginia Museum of Fine Arts. When he's not working, Matt is a passionate boater, cruising the waters off the Potomac.

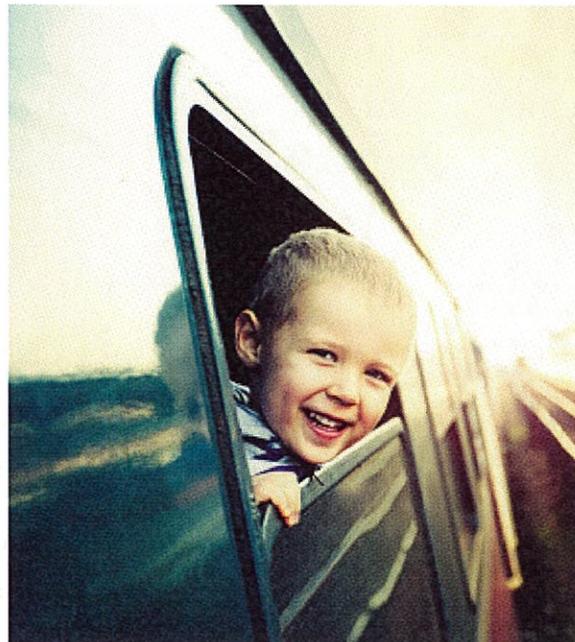
Karen Riordan – President, SmithGifford

Karen joined SmithGifford as President and quickly made her mark as the leader of Strategy, Client Services and Business Development. Prior to SmithGifford, she was President of Arnold DC. Over the course of her career, Karen has led brands such as Volkswagen, Amtrak, Royal Caribbean International, The Hartford Financial Services,

TAB 2A — 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.

B. Key Personnel – 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.



The Bahamas Ministry of Tourism and Celebrity Cruises. Karen's passions include travel, the beach, NPR and chocolate. She is the immediate Past President of the DC Ad Club and sits on several boards in Washington, DC and Northern Virginia.

Bill Cutter – Creative Director, SmithGifford

Before joining the SmithGifford team, Bill was Vice President, Associate Creative Director at Arnold DC. Throughout his 30-year career, Bill has led creative teams at agencies in Atlanta, Los Angeles, Chicago, Detroit and Washington, DC working on clients like Amtrak, Norfolk Southern, Mazda, PBS and L.L. Bean. He is a graduate of the College for Creative Studies, where he earned a Bachelor of Fine Arts in Graphic Design. Bill was the lead Associate Creative Director/Art Director on national Amtrak for the past five years, creating great work for Acela, Northeast Regional, LDT, Auto Train and National Train Day.

Hollie Ontrop – Senior Writer, SmithGifford

While most young children were selling freshly squeezed lemonade, Hollie was selling poems and short stories. During her years at JWT, Creative Energy, Code 18 Interactive, and now at SmithGifford, Hollie has worked on an array of clients including National Geographic Museum, Lindsay Automotive, Nokia and U.S. Virgin Island Tourism.

Fred Krazeise – Director of Social Media, SmithGifford

Fred believes that social media marketing is not new. It's just enjoying a renaissance because of new technology. All marketing is social. It's a contact sport. It's about connecting directly with your customer, giving them information that is relevant, and communicating that information in a way that allows the customer to make meaningful connections. Prior to joining SmithGifford, Fred was Associate VP, Marketing & Product Planning for Sharp Electronics. Fred led a multi-disciplinary marketing team that created SharpPlace.com, the online direct-to-consumer store for Sharp.

Trisha Holman – Account Supervisor, SmithGifford

The eye of the hurricane. Trisha excels at calmly handling the most Byzantine task, breaking it down and laying out a detailed plan. It's why her last agency relied on her to handle their relationships with Honda, Toyota, Subaru, Ford, Mazda, Nissan and BMW. Her tenure at a boutique firm involved her in all aspects of marketing: creative,

TAB 2A — 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.

B. Key Personnel – 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.



account management, vendor relationships, contracts, accounting, media buying and recruitment. While at SmithGifford, Trisha has managed McDonough School of Business, Identity Guard and José Andrés' Jaleo and China Poblano.

John Martin – *President/CEO, Southeastern Institute of Research*

John has helped lead transportation marketing programs across the county, 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 keynotes 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. His recent transportation 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 and Telework!VA.

Dr. Karen Smith – *Senior VP of Research Strategy, Southeastern Institute of Research*

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.

John Judy – *Project Manager, Southeastern Institute of Research*

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

TAB 2A — 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.

B. Key Personnel – 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.



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 VTrans2025 Plan, Virginia's state-wide, 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.

Jennifer Risi – Executive Vice President, Ogilvy Public Relations

Jennifer Risi, head of Ogilvy Media Influence, is responsible for building and driving global strategic media as well as content creation for Ogilvy Public Relations (Ogilvy). Jennifer is a seasoned communications executive with more than twelve years of experience in strategic global media relations, CEO positioning, executive positioning, crisis communications, corporate social responsibility (CSR) and business-to-business strategy development. She has worked with many leading international brands including Siemens, Samsung, MasterCard, Estee Lauder Companies, YUM! and Juniper Networks.

Prior to Ogilvy, Jennifer was with Weber Shandwick where she co-founded the firm's Global Strategic Media practice, a specialty practice focused on driving corporate brand awareness via a mix of media relations, speaking platforms and digital content. Jennifer also created VOICEBOX™, a proprietary approach to securing speaking opportunities at global, national, regional and local speaking venues around the world, as well as an annual analysis of CEO speaking engagements entitled 'All Star Events for All Star Executives'. Jennifer also has extensive experience creating and leading CSR-driven campaigns for leading brands such as The Bill & Melinda Gates Foundation, MAC AIDS Fund and Siemens Foundation. Jennifer earned her Bachelor of Arts degree from Barnard College, Columbia University.

Rory Davenport – Senior Vice President, Ogilvy Public Relations

Rory Davenport has extensive experience addressing public policy issues; enhancing the reputations of corporations, countries, and industries; and managing crisis situations. He is adept at securing and mobilizing public support, positioning, fostering partnerships and cultivating media coverage. With more than 20 years of experience and deep roots in the political arena, Rory possesses a keen eye for what resonates with the public and what influences people and public policy. Rory has worked on many significant issues facing technology

TAB 2A — 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.

B. Key Personnel – 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.



companies including the Telecommunications Act of 1996, the first major overhaul of telecommunications law in more than 60 years. Over his career, Rory has conducted public affairs programs in 12 countries. PRWeek, a leading industry trade publication, awarded the communications campaign he managed for Russia's Ilim Pulp Enterprises "International Campaign of the Year" in 2003.

Prior to joining Ogilvy Public Relations, Rory managed the public affairs practice for Hill & Knowlton/Washington, formed and managed the political and international affairs group at Fleishman-Hillard/Washington, and founded the grassroots and political programs practice for Edelman Worldwide. Rory has also held senior roles on two presidential campaigns, serving as a state director and deputy field director. He also has served as a political director for the Florida Democratic Party and manager of a U.S. Senate campaign.

Erikka Knutti – Vice President, Ogilvy Public Relations

Erikka is an accomplished media strategist and veteran of national politics. She has nearly 10 years of experience building communications and rapid response campaigns on high-stakes policy issues such as the financial crisis and healthcare reform. As a vice president in the Public Affairs Group at Ogilvy, Erikka has worked on several accounts including Mexico and Wellpoint. She was recently a principal at a start-up strategic communications firm, where she specialized in media strategy, brand management, message development, and public affairs for non-profit and advocacy clients. She also directed communications and coalition coordination for the Health Information Campaign during the first phase of healthcare reform implementation.

Previously, Erikka served as communications director for Senator Amy Klobuchar (MN), acting as chief spokesperson and managing both national and state media operations. Prior to that, she was the communications director at Media Matters for America, a media watchdog, where she had also served as director of external affairs. Erikka regularly appears on television and radio as a Democratic strategist and sometime guest hosts the Big Picture with Thom Hartmann on RT News. She holds a bachelor's degree in Political Science from the University of Wisconsin-Madison.

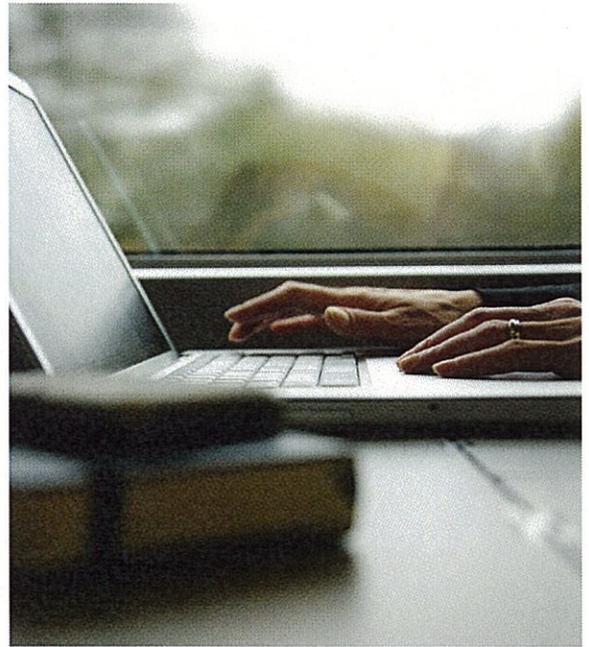
Tiana Allen – Account Supervisor, Ogilvy Public Relations

Tiana is a communications specialist with extensive experience in developing formative and secondary research to inform marketing communications, education programs and materials. Tiana provides account management and planning to a number of Federal government, corporate, and non-profit organizations. She lends her research

TAB 2A — 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.

B. Key Personnel – 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.



management experience to develop campaign materials including brand identity, marketing materials, toolkits, advertisements, and messaging.

Tiana supports a number of Ogilvy clients with account management, material development, specialized audience engagement, partnership outreach and grassroots activation, and media relations. She currently serves the National Institute of Diabetes and Digestive and Kidney Diseases (NIH), DuPont, and Society of American Florists applying original market research including omnibus studies, environmental scans, in-depth interviews, and focus groups to inform marketing communications.

Megan Yarmuth – Account Director, Ogilvy Public Relations

With over 11 years of experience, Megan brings a broad range of skills, including targeted marketing campaign management, partnership development and management, research and analysis, social media and materials development, event planning, and campaign implementation and evaluation. She currently works on a variety of social marketing initiatives, including the IRS e-file and Free File campaign and NHLBI's We Can! program focused on preventing childhood obesity.

Before joining Ogilvy, Megan served as Senior Manager of Partnership and Loyalty Marketing at Amtrak. While at Amtrak, Megan developed and managed the extensive partnership program which included relationships with over 30 partners, including Chase Bank and MasterCard. By working to communicate partnerships in local and national markets to drive customer usage, Megan was able to grow partnership revenue by 30% in 2008 to \$4.6 million. Megan also managed multiple national marketing campaigns and served on a team that grew ticket revenue share from \$283 million to \$360 million and grew membership from 1.1 million to 2 million. Her responsibilities included managing all materials development, both traditional and digital, as well as reporting. She also served as project manager on major enhancements that often focused on the online user experience, as well as managed Amtrak Guest Rewards elite member tiers and VIP customers.

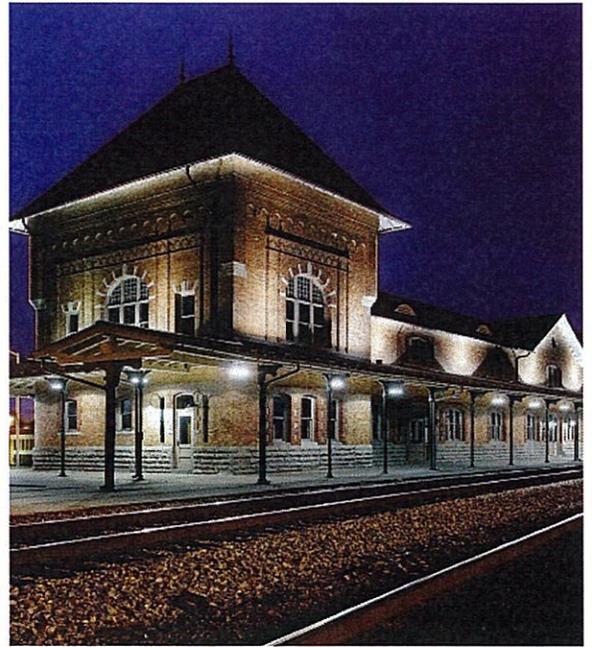
Carol Lyn Colón – Account Director, Ogilvy Public Relations

Carol Lyn brings a broad range of skills in project management, brand strategy, advertising, account management, marketing and event production to Ogilvy Public Relations (Ogilvy). Carol Lyn has over 13 years of experience creating and implementing strategic integrated marketing, advertising and public relations programs to build visibility and market presence on a local, regional and national level. Her expertise in targeting and reaching the

TAB 2A — 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.

B. Key Personnel – 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.



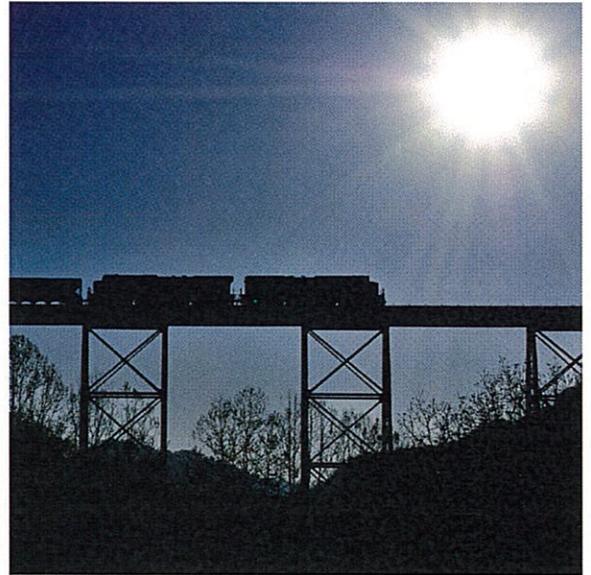
Latino community is vital to the clients under the Cause Advocacy group at Ogilvy. Carol Lyn's business philosophy can be summed up in two words: results and relationships. She is a highly motivated professional with a track record of developing innovative marketing initiatives and value-added results. Her specialties include marketing to Latinos, marketing to the "Hurban" (Hispanic urban) and Urban markets, Media Planning/Media Buying, Project Management, Brand Management and Strategic Marketing.

TAB 2A

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.

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



STEPHEN SCHWARTZ

Executive Vice President
Intersections/Identity Guard

3901 Stonecroft Boulevard
Chantilly, VA 20151

(703) 488-6810 (W)

sschwartz@intersections.com

Identity Guard Media Campaigns
\$5,000,000 to \$20,000,000

ROBERT MILLER

EVP, Chief Marketing Officer
Middleburg Bank

106 Catoclin Street
Leesburg, VA 20175

703-737-3462

rmiller@middleburgbank.com

Retail Bank Branding/Advertising
\$500,000

LIZ MCADORY

Policy and Planning Specialist / Statewide Planner
Virginia Dept. of Transportation

1401 E. Broad St.
Richmond, VA 23219

(804) 786-3092 (W)

Liz.McAdory@VDOT.Virginia.gov

VDOT Statewide Park and Ride Study
\$468,000

JOHN MIUTZ

Marketing Manager
Virginia Lottery

900 East Main Street
Richmond, VA 23219

(804) 692-7000 (W)

JMiutz@valottery.com

VA Lottery Branding/Advertising
\$15,000,000 to \$25,000,000

RUBEN RODRIQUEZ

Director, Corporate Communications
Washington Gas

101 Constitution Avenue NW
Washington, DC 20080

(202) 624-6620 (W)

RRodriquez@washgas.com

Corporate Branding/Advertising
\$500,000 to \$1,000,000

TAB 2A — 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.

D. Certificate of Insurance – 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.



Please see Certificate of Insurance from Spurrier Media Group under Attachment J.

TAB 2B

Statement of Needs

A. Marketing Programs – 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 following:



a.i - Campaign Development

SmithGifford is a full-service creative agency providing branding, creative strategy and advertising elements across platforms from print, TV, radio, video, out-of-home, online banners, social media and digital work such as websites, microsites, landing pages. We start with a creative strategy, born from insights about the target audience(s). These may come from inside the organization, from data collection and/or from primary and secondary research.

We believe the best campaign ideas come from a rational and emotional truth about the brand, which must be expressed in a way that is memorable but also resonates strongly with the people we are speaking with.

We have deep experience in the travel and transportation category, with many of our senior leaders having worked on the national Amtrak business for the past seven years, plus the Bahamas Ministry of Tourism, Choice Hotels International, Colonial Williamsburg Foundation and Royal Caribbean cruise lines. We have also driven ticket sales for the National Geographic Museum and developed a brand awareness campaign to launch exhibits at the Virginia Museum of Fine Arts.

Unlike other agencies, we love to collaborate with our partners and our clients to develop strong campaigns. We utilize a process we call “Going Wide to Go Deep” in the creative development stage. We share many ideas at the rough tissue stage and invite you to participate in the discussion so we can delve deeper into directions that are most fruitful. The result is less wasted time and a more productive second round of tight comps that can be executed in many different formats, both offline and online.

Amtrak Case Study - Northeast Regional

In 2007, Amtrak came to us and asked us to focus attention on rebranding the corridor of passenger trains from Norfolk to Maine, to drive greater ridership and revenue among potential passengers who were unlikely to select Acela due to price.



**NORTHEAST
REGIONAL™**

After conducting research, we learned there is a lot to love about the regional trains: they offer less hassle, affordability, and access to places in the Northeast and to loved ones.

We created the name “Northeast Regional” as well as the logo and unleashed an integrated campaign that consisted of print, collateral, and out-of-home, including innovative ideas such as gas pump toppers. The big idea of the campaign was based on the insight that our target, that we called “Inside Trackers” did not want to deal with the traffic congestion of car travel or the airport hassle of plane travel. The campaign launch stimulated new ridership among seniors, students and families that did not fit into the business class set for Acela. We exceeded ridership and revenue goals for this initiative and the marketing of Northeast Regional is now a permanent part of the national Amtrak marketing plan.

TAB 2B — **Statement of Needs**

A. Marketing Programs – 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 following:



a.ii – Marketing and Media Planning

Spurrier Media Group is a strategic media and communications planning and buying agency that collaborates with global, national and regional clients to research, create and launch customized media and sponsorship campaigns that capture audiences and achieve exceptional results. We are skilled at developing a strategic business approach to our clients' marketing needs and then formulating recommendations on what to communicate, where to communicate and how to communicate with target audiences in order to garner maximum visibility, awareness, consideration and response.

Managing upwards of \$60 million annually, we have extensive experience planning and buying all forms of online and offline media – including television, cable, radio, newsprint, magazine, business-to-business publications, social media, outdoor, cinema, environmentally targeted media, digital and mobile.

Over the years, we have worked with a number of transit clients, including Amtrak Virginia, the Virginia Department of Rail and Public Transportation (including planning the current 2013 media campaign), Hampton Roads Transit, The Tide, Virginia Rail Express, Amtrak Multi-Cultural and multiple initiatives for the Virginia Department of Transportation (VDOT). We've also developed several other campaigns for travel-related clients such as the Virginia Museum of Fine Arts, the National Geographic Museum and the Virginia Tourism Corporation, which included partnerships with Destination DC and Amtrak Virginia.

Case Study – Amtrak Virginia

Spurrier Media Group has served as the media agency of record for Amtrak Virginia since 2009. During that year, the Commonwealth Transportation Board provided operational funding to support a three-year pilot program for two rail corridors – one between Lynchburg and Washington, DC and the other between Richmond and Washington, DC.



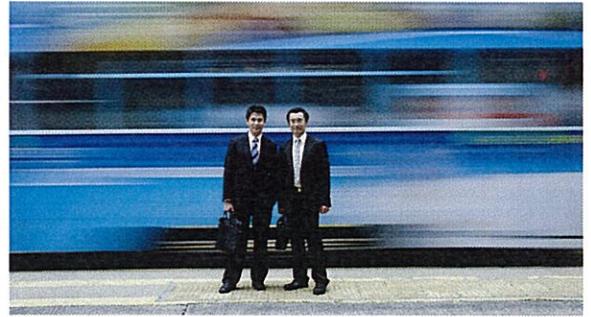
Both trains would continue to additional destinations in the Northeast Corridor (NEC) and provide more transportation options to commuters and travelers who live in these key markets. This new service was also significant because it included the first Amtrak daily service from Charlottesville and as well as the first Amtrak daily passenger service from Culpeper to Manassas, Alexandria, L'Enfant Plaza and Washington, DC.

On October 1, 2009, DRPT/Amtrak launched the new passenger rail service originating in Lynchburg and continuing north to Washington, DC then up the NEC to Boston. Amtrak's Richmond to Washington, DC rail service launched the following July. Spurrier Media Group launched this new service and sought to generate \$2.5 million in revenue in ticket sales with an aggressive integrated marketing program. The primary target audience was college-age students, retirees and business travelers.

With a media budget of \$50,000, we selected advertising mediums that would deliver the greatest return, including the following:

- Newspaper – ¼ page ads in the major dailies in Richmond and Lynchburg in the Main section. This was geared toward the business travelers and retirees.
- Outdoor Boards – strategically placed outdoor boards on major travel arteries and business routes in and around

TAB 2B — **Statement of Needs**



A. Marketing Programs – 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 following:

Lynchburg (460W, 460E, 29S, 29N) and Richmond (95N, 64E, 64W)

- Radio – Live radio traffic reads on various formats. These were flighted to sustain the longest in-market exposure as the budget would allow.
- Facebook ads were used in Lynchburg to capture the younger audience.
- Comcast Richmond Home Page banner ad – this is the opening page where consumers go online to access their Comcast.net email account.

Media launched in October for Lynchburg and May for Richmond. At the end of almost a full year of service, ridership on the new Lynchburg service carried over 126,000 passengers and raised \$7.5 million in ticket revenue. This well surpassed the goal of 51,000 passengers and \$2.5 million in revenue.

Hampton Roads Transit Case Study – The Tide

In 2011, Spurrier Media Group was hired as the media agency of record for The Tide, Virginia's first light rail system originating in the Hampton Roads/Norfolk area. Team Spurrier developed and launched a media campaign designed to create maximum consumer awareness that the new rail system was up and running, and education consumers about what a light rail system is and why they should ride it.



We encouraged consumers to seek information about The Tide (routes, cost, and parking) and experience the ride for themselves.

With a budget of \$100,000 and a ridership goal of 2,900 riders per day, we targeted adults age 18+ who lived and worked in/around the Norfolk metropolitan area. Media elements included:

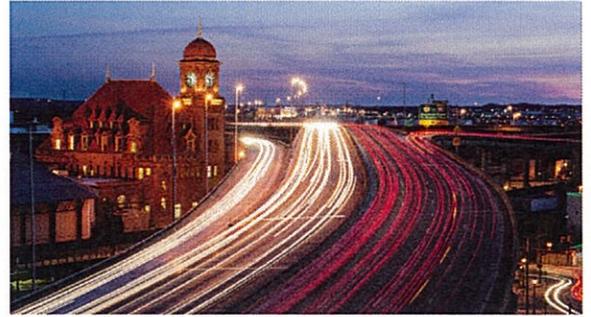
- Radio Traffic Announcements: High frequency messaging to the drive-time commuter who could be riding the rail. Drove consumer online to explore benefits of The Tide.
- Newspaper: Launch creative in Virginia Pilot to introduce/educate the consumer about The Tide. Print allowed lengthy copy. Followed up with series of advertisements in Norfolk Compass, and the Norfolk zone of the Pilot.
- Out-of-Home: Geo-targeted gas pump toppers in Norfolk area resonated with consumer paying for fuel. Large bulletin on I-264 offered 24/7 visibility via large-canvas media. Postering campaign around the Park and Ride areas.
- Online: Google Adwords optimized organic search. Facebook and other social media were low cost and created organic 'buzz' and credibility in the community. Geo-targeted digital display intersected with the online consumer close to offline media impact. CPC models allowed for maximum efficiency of dollars.

Once the campaign started, riders flooded The Tide light-rail trains over the entire opening weekend, with more than 75,000 trips taken – for dining, shopping, work and, mostly, just for the fun of it. “It was a near-perfect launch, with the crowds exceeding every expectation,” said Norfolk Mayor Paul Fraim.

After the campaign concluded, the Hampton Roads Transit Authority reported a significant increase in ridership over its original goals. The Tide averaged 4,800 passengers daily versus its initial daily ridership estimate of 2,900.

TAB 2B — **Statement of Needs**

A. Marketing Programs – 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 following:



In the month of September, 129,192 passengers rode The Tide. The following month, 125,018 passengers rode The Tide.

a.iii – Public Relations, Outreach and Marketing Support

Ogilvy Public Relations is well versed in providing its clients with tailored media strategies to garner maximum visibility in appropriate outlets. By bringing content, contacts and creativity to all strategic media relations efforts, Ogilvy ensures that all potential stories are presented in the most compelling ways to the precise audiences. For each story, Ogilvy identifies appropriate audiences and channels necessary to reach them, from national to local or other specialized outlets. Individual tactics are also tailored to each audience to ensure the content we create resonates with those we will reach. We are well versed in responding to media inquiries on behalf of our clients.

Ogilvy employs a media engagement framework for developing tailored media relations strategies. This framework will help DRPT and Ogilvy to carefully consider key factors—priorities/objectives, timeframe, level of effort, audiences, messages, spokespeople, stories, content and channels in a logical, step-wise fashion. The resulting media plans aim to maximize impact by integrating and amplifying all forms of earned media (e.g., print, broadcast, online, social media placements and shares) with the media channels “owned” by the DRPT and its programs (e.g., website, Facebook, YouTube and Twitter). During the monitoring phase, we gather information to enhance the amplification and apply lessons to future planning.

Ogilvy is also experienced at responding to public and stakeholder inquiries on behalf of our clients. We work with our clients to establish pre-approved responses for common inquiries and have processes in place for regularly responding to inquiries in a timely and thorough manner. For example, Ogilvy currently responds to email inquiries on behalf of the National Kidney Disease Education Program (NKDEP) on a bi-weekly basis and has the resources in-house to respond to requests in both English and Spanish.

a.iv – Develop and Produce Creative Advertising

Once we have determined the most important rational and emotional levers that will move a target audience to action, our goal is to create the most memorable and “sticky” way of expressing those ideas. For an idea to be truly great, it must convey the unique truth about the brand, but it also must be relevant, meaningful and approachable. The best ideas have “legs” – they can work in all the mediums we need for the success of the campaign and they have staying power, so we can build a multi-year campaign idea for cost efficiency, and also for effectiveness sake.

SmithGifford has deep experience creating such campaigns every day for our clients. Our job is not done until we have produced the finished creative elements and trafficked them to the appropriate media outlets. Because God is in the details, we sweat the production until it is perfect, as much as we care about coming up with the big idea at the outset.

We don’t like to brag, so we let the dozens of ADDYs, Clios, EFFIEs and One Show awards we have collected at the regional and national shows in the last decade speak for our prowess in creativity.

We are humbled to receive so many accolades from our peers in the industry.

TAB 2B — **Statement of Needs**

A. Marketing Programs – 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 following:



In the creative samples section, please see examples of the work SmithGifford has developed and produced on behalf of its clients.

Amtrak Case Study – Auto Train

In looking at the ridership and revenue figures for Auto Train, we saw a potential problem with the volume of people choosing the Auto Train, especially at the south end in Sanford, FL. We used quantitative surveys that told us half the story. We learned people don't want to drive, yet they want their car with them for maximum flexibility. But the big question was why? Through qualitative intercepts we gained a remarkable insight. People actually want to load up their cars with stuff they wouldn't be able to take on a plane (or even a train). Auto Train is the best way to get you (and your stuff) up and down the eastern seaboard! With this insight, we were able to create a powerful, yet simple campaign that utilized outdoor and vehicle wraps to impactfully get the idea across. As a result, ridership levels soon surged, especially on the south end.

a.v – Brand Development

Many of our clients come to SmithGifford for brand development, before beginning work on integrated advertising campaigns. That is because they realize that if we collectively understand what the brand is, what it stands for and what it can mean to our target audiences, it is much easier to develop strong advertising campaigns for specific initiatives.

As part of our brand development process, we start with an immersion into the brand, to learn everything about the brand's history and where it has been. We also conduct a day-long brainstorming session with our clients to determine where we want to take the brand in the future, what the brand's biggest opportunities are, and what the brand's biggest challenges are. We also perform a data and research gap analysis to see if there are pieces of information about the brand that we need to get, in order to complete the full picture. Many times, smart exploratory qualitative research upfront yields insights that help us formulate the brand positioning. From this foundation, we are able to develop separate individual campaigns. The beauty of this is that each campaign focuses on specific messaging, but all help reinforce the larger brand message with our target audiences.

With over 25 years in branding, we have adopted a mantra:

Think like a brand, act like a retailer!

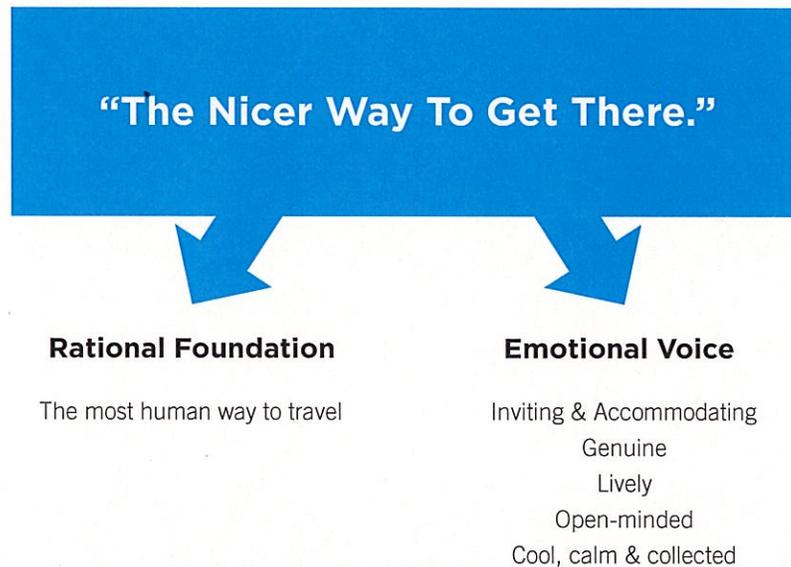
This allows us to drive ticket sales, while staying true to the macro brand positioning.

TAB 2B — **Statement of Needs**

A. Marketing Programs – 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 following:



Amtrak Brand Essence



a.vi - Develop Partnerships, Sponsorships and Co-Branding Opportunities

Since her first years in the business back in 1980, Donna Spurrier has been building relationships across the country with all forms of media. The result of this is a true partnership connection with hundreds of media representatives. Strategic thinking must lead the way but media representatives have the space, the time, and the canvas that advertisers need to carry the messaging effectively to the consumer. Donna and the full team at Spurrier Media Group have always taken a shared accountability approach with the media. The net outcome is more sponsorships opportunities, better rates and more brand coop possibilities for clients. This partnership approach has also yielded unmatched amounts of added value and co-branding programs for Spurrier Media Group clients, examples of which are highlighted below.

- For Identity Guard, a national client in the identity protection category, our relationships with CBS paid off with a no charge Super Bowl pre-game spot worth \$500,000.
- Spurrier buyers negotiated 90% below rate card for a recent full-page *USA Today* placement for another national client.
- Melwood, a MD/DC area charity received over 70% added value in the first two months of a new contract with Spurrier Media Group.
- Yet another radio client is finishing their fiscal year with an unprecedented 131% added value.

TAB 2B — **Statement of Needs**

A. Marketing Programs – 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 following:



a.vi – Develop Partnerships, Sponsorships and Co-Branding Opportunities *con't.*

Spurrier Media Group is the most experienced, respected and well-connected media strategy and planning company in the Mid-Atlantic. Every year, Spurrier Media Group plans and buys over \$60 million dollars in media. This volume of work gives us access to the most senior people in the media world – the top executives at advertising agencies, media companies, and large corporations – all of whom might be interested in developing partnerships, sponsorships, and co-branding opportunities with DRPT.

Why Is This Important? We believe the most likely participating companies in any such program will be those organizations that have an interest in being associated with Virginia and/or targeting Virginians. This is precisely the primary audience group that Spurrier Media Group now serves for many of their clients. Thus, Spurrier Media Group provides the DRPT team with direct access to the most likely participating companies and its key decision makers.

a.vii – Recommend and Provide Support Services for E-mail and Web-based Marketing

At SmithGifford, we are experienced in developing start-to-finish email marketing campaigns for our clients, including the strategy, copywriting, design, and development of email campaigns. Sometimes we use client's house lists from their database, others require us to rent lists, merge them and also to craft different versions of the email campaigns, based on several target audiences. Success requires testing into new markets, learning from each campaign and using that knowledge to optimize subsequent email campaigns.

Like direct mail, we believe that email campaigns continue to be highly effective and successful when the target is right, the message is right, the offer is right and the creative expression is impactful and relevant.

Many of our web-based marketing campaigns employ video and social media platform advertising, in addition to online banners and search engine marketing. We are adept at all and the art of balancing them all into one coordinated effort.

a.viii – Develop and Implement Educational Strategies

Ogilvy is experienced at developing and executing public education and information campaigns to promote the materials and create awareness about a variety of topics. We tailor the tactics of each campaign to complement the overall objectives of each project and strive to produce the best results. For example, we launched a national public relations campaign to highlight Ford's fuel efficient vehicles through online, social and traditional media outreach, thought leadership and consumer engagement activities. As a result, Ford is seen as one of the most environmentally-friendly U.S. automakers.

All of Ogilvy's work for DRPT will be guided by a strategic planning framework. This is especially true for existing and new awareness campaigns, programs and initiatives—all of which require creative, innovative and carefully-integrated strategies to maximize efficiencies and effectiveness. Often, it will be critical to work with internal and external stakeholders to ensure that their perspectives are incorporated and to obtain their buy-in before plans

TAB 2B — **Statement of Needs**

A. Marketing Programs – 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 following:



a.viii – Develop and Implement Educational Strategies *con't.*

are finalized and implemented. We will work closely with the DRPT to identify such stakeholders and recommend additional ones when warranted.

Each strategic plan will serve as a blueprint for activities, including audience profiles, goals and objectives, communications channels, research needs, messages and materials, website and digital platform(s), activities and events, partnership development, media relations and evaluation.

Each plan also will include project management details, including DRPT clearance process, timelines, budget and contingency plans. Strategic plans will be thorough, inclusive of all relevant stakeholders, fully actionable within a prescribed time period and reflective of the human and financial resources available. This approach is flexible and adaptable to accommodate different requirements and needs, including assignments where we update or refine an existing plan.

In a media environment of unlimited channels and a shrinking pool of overworked reporters, tools need to be clear, concise, meaningful, and easily adapted to a number of media formats. Should DRPT need media materials, Ogilvy can develop these. Materials could include, but are not limited to:

- **Press Releases and Other Outreach Materials.** We can assist DRPT with the development of a wide range of media outreach materials in English and Spanish—pitch letters, e-mails, talking points, media advisories, news releases (print, audio, and video), video podcasts, Q&As, and backgrounders. We will begin with the development of the press release, with the message platform serving as a guide.
- **Graphics and Multimedia Elements.** We can develop a full complement of audio/visual materials, including podcasts, vodcasts, Web site content, photography, and other products to enhance understanding of CER products and campaigns.
- **Multi-media News Releases (MNR).** We can develop MNRs for efforts with strong potential appeal to online reporters and bloggers. MNRs typically include downloadable video and audio files; shareable fact sheets, photos, and infographics; widgets; and RSS feed capability.
- **Bites and B-Roll Packages (BBR).** We can develop BBRs for announcements that are less time sensitive. When appropriate, we can re-package them into short videos or audio pieces for posting to DRPT Web sites and video-sharing channels, and sharing with bloggers. We recommend BBRs instead of video news releases (VNRs) because of the perception that VNRs can come across as news, without revealing that the reporter was paid.

TAB 2B — *Statement of Needs*

A. Marketing Programs – 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 following:



a.viii – Develop and Implement Educational Strategies *cont.*

EXHIBIT 1: Education Plan Key Components

Executive Summary	Insights gleaned from formative research, audience analyses and segmentation; attitudes and behaviors to be addressed; focus areas (e.g., building knowledge/awareness, prompting actions) and a discussion of how the planned activities support DRPT's mission.
Environmental Scan & Policy Considerations	An external review of relevant policies and literature related to the issue (e.g., media analysis, policy issues, websites, social media sites and advertising) and an analysis of existing activities that complement the initiative and those of a competitive nature.
Coordinating Activities	A description of existing initiatives or programs within DRPT offices with which project activities should be coordinated to maximize synergies and avoid duplication.
Audience Profiles	An analysis and profile of our target populations, including socio-economic factors, demographics and media consumption habits.
Goals & Objectives	Short- and long-term goals and measurable communications objectives, tied to desired changes in awareness, knowledge and behaviors, as relevant for the core audiences.
Communication Channels	Recommended channels and message vehicles, based on criteria such as congruence with communication objectives and audience profiles.
Message Development	Development of message strategy with consideration of the best ways to communicate the DRPT's leadership and the value and impact of its efforts to all key audiences.
Creative Brief	Guidance for creative concepts and materials, including message strategies, directional content, tone, messages and language and cultural considerations.
Materials Development & Distribution	Process for development and production of program materials, including recommendations for materials (types and quantities) and plans for distribution and promotion through the most relevant channels and vehicles for each audience.

TAB 2B — *Statement of Needs*

A. Marketing Programs – 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 following:



a.viii – Develop and Implement Educational Strategies *con't.*

EXHIBIT 1: Education Plan Key Components *con't.*

Reviews & Clearances	Process for collaboration with the corporate communications office for all communications activities, and review and clearance of all materials within DRPT.
Activities & Events	Recommended activities, based on project objectives and audience profiles. Includes promotion plans and events (e.g., program launch).
Partnership Development & Support	Strategies for obtaining, maintaining and expanding partnerships with consumer groups; researchers; media; industry; educational institutions; government; corporations; existing DRPT partners and potential new partner targets.
Media Relations	Plans for integrated media relations (print, broadcast, digital, social), including maximizing the use of DRPT-approved digital and social media platforms.
Rapid Response	Strategy to maximize the potential “teachable” moments when an DRPT -relevant issue becomes a breaking news story, including disseminating rapid responses.
Issues & Crisis Management	Identification of potential issues and strategies for preparing, preempting, managing and assessing issues and crises as they arise.
Assessment & Evaluation	Recommendations for methods to monitor progress and reach, measure effectiveness of information dissemination, assess outcomes and apply learnings.
Timelines & Schedules	An overview of the phasing of activities, including key dates, milestones, provisions for necessary reviews and clearances, revisions, budget, staffing and delivery.

TAB 2B — **Statement of Needs**

A. Marketing Programs – 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 following:



a.ix. Maintain Website Updates

At SmithGifford, we believe that every brand has one main hub that serves as the core resource for all aspects of communications and it is your website. Needless to say, getting it right is critical to the success of the DRPT brand. We have the capability and capacity to review your current site through a discovery process and deliver strategic recommendations on how to tackle a site redesign that is efficient and effective. We then create an overarching concept for the site and begin designing the new information architecture. Our team is experienced in writing the content of the site, designing the site and developing the backend functionality of the site. We are also adept at content management updates for DRPT, since the site must remain relevant and current at all times to be truly effective.

a.x. Develop and Procure Collateral Materials

With almost 25% of our creative output being collateral design, SmithGifford is adept at creating, designing, writing and producing a vast array of collateral materials. On any given week we are producing in-store materials, brochures, folders, flyers and stationary elements and trade show materials for our clients. Like advertising, collateral design needs to have a conceptual idea to make an impact with DRPT's audiences. Once we have created that idea, our writers and designers go to work to craft memorable copy and beautiful design and imagery to complete the project. Most of our clients prefer us to supervise the production of the collateral, which means we are experts in dealing with printers, retouchers and other production vendors to guarantee a perfect finished product.

a.xi. Event Planning

At Ogilvy Public Relations, our expertise in event planning is evident in the precise way we execute event planning: securing space and arranging logistics; developing and managing invitations; creating targeted media lists; writing press releases, background papers, Q&As, fact sheets, charts, and graphs; preparing speakers with talking points and message training; producing press kits; conducting smart and aggressive outreach to targeted media both before and after events; and monitoring coverage. This precision extends to identifying the outlets that best speak to those audiences our clients want to reach.

For all events, we will assist the DRPT in development and execution. Our capabilities include:

- Developing the event plan including objectives, purpose, goals, materials, program, support requirements, and preliminary budget;
- Identifying and training spokespeople;
- Providing site recommendations, identifying facilities (conference rooms, catering), cost options, and availabilities;
- Producing event messages and themes, including slogans and logos;
- Producing all event materials (handout packets, agendas, invitations, attendee lists, background papers, etc.);

TAB 2B — **Statement of Needs**



A. Marketing Programs – 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 following:

a.xi. Event Planning *con't.*

- Producing name tags, directional/informational signage, place cards, expense vouchers, evaluation forms, and other required materials;
- Developing talking points and speeches;
- Arranging for all audiovisual (TVs, DVD players, video equipment, projectors, laptops, easels, flipcharts, markers, paper, etc.) for all event programs (workshops, general sessions, panels, etc.);
- Serving as point-of-contact for participants and speakers;
- Providing on-site assistance, including staffing registration desk and serving as on-site trouble shooter and information source for event information; and
- Providing post-event/meeting support, including preparing meeting reports.

Case Study – Political Parity



In order to introduce Political Parity, a nonpartisan initiative to drastically change the face of American politics by doubling the number of women at the highest level of U.S. government by 2012, to the national stage, Ogilvy organized a national media and thought leadership event. Working with Political Parity, Ogilvy planned, developed the messaging strategy for, and executed a live national briefing and roundtable event. The event was

Webcast live from the National Press Club in Washington, DC. Through aggressive media relations efforts, the event was attended by numerous women's and political organizations, was covered in over 17 national news outlets, and resulted in the organization building relationships for over 25 key media outlets interested in future stories.

a.xii. Provide ongoing evaluation on effectiveness of marketing activities

Spurrier Media Group utilizes a comprehensive approach to measuring success for its clients called The Metric Effect. We first look at the four major categories for evaluating effectiveness: business metrics, brand metrics, target customer metrics and campaign performance metrics. Within business metrics, we are able to evaluate whether the marketing communications helped to drive sales, ridership, revenues and achieve an agreed upon return on investment. Within brand metrics, we will evaluate brand awareness lift, increased consideration and intent to purchase, as well as positive attribute scores. Within target customer metrics, we will evaluate new customer acquisition, return of lapsed customers and perhaps a net promoter score to gauge referral.

TAB 2B — *Statement of Needs*

A. Marketing Programs – 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 following:



a.xii. Provide ongoing evaluation on effectiveness of marketing activities, *con't.*

Within campaign performance metrics we will evaluate such things as cost per acquisition, call center volume, web site visits, click-thrus and length of time on page, plus online click-thru rates and conversion. We can also measure media effectiveness by media type, by booking channel, by daypart and by audience to continually optimize the program for maximum success. The end result is a better understanding of how to optimize awareness that drives consumer interest that can be captured and ultimately converted.

The Metric Effect. The application of media drivers through capture and conversion resulting in insights that are then applied to a multitude of consumer touch points, site content, banner and search call to action, landing page KPIs and the consumer conversion path.



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.

SmithGifford will concept, design and write copy for all needed DRPT reports and publications. Our team has deep experience developing and producing annual reports, business plans, newsletters, brochures, flyers, fact sheets, as well as presentation materials to meet all of your report needs. We also have the creative expertise to make them stand out from the crowd.

b. Design and develop website content and materials for DRPT websites.

SmithGifford will be responsible for designing and developing website content and any necessary materials DRPT needs to complete its digital presence. Our team is well versed in website marketing having just completed several new websites for ThinkFoodGroup (www.thinkfoodgroup.com). SmithGifford has experience designing and creating new websites from scratch, as well as updating content for existing sites, as well as building microsites and landing pages.

c. Update DRPT's graphic standards, including potential updates to the color palette, fonts and templates for presentations, reports, display panels and other materials.

As part of the brand development process, SmithGifford will audit and review all existing DRPT materials and provide strategic recommendations on graphic standards. We have comprehensive experience creating and developing new brand style guides, which include logo usage, tagline use, color palette recommendations, typography guidelines and templates for virtually every aspect of communications from signage, presentations, reports, collateral and, of course, advertising. We just completed a major brand style guide project for our Inova client, which entailed creating brand architecture and guidelines for over 100 units in the hospital system.

d. Develop mailing lists and maintain contact lists for DRPT customers and stakeholder groups identified to receive DRPT publications.

SmithGifford will develop mailing lists and maintain contact lists for DRPT customers and stakeholder groups, who will receive DRPT publications. As we do for our other clients, we will craft a strategic approach to the direct marketing campaign and determine frequency, messaging strategy and production budgets in order to achieve a ROI. For a current client, we just completed an extensive direct marketing effort, including list procurement, creative concept, writing, design, production, web landing page, call center scripting and fulfillment materials for the effort.

TAB 2B — *Statement of Needs*

B.DRPT Study and Report Production



e. Other activities, as determined by DRPT.

In addition to the core branding and advertising services we provide, SmithGifford has considerable experience developing high impact experiential campaigns that are part of the integrated effort for our clients. It may make sense to develop experiential events throughout Virginia that demonstrate the benefits of rail and public transportation to residents in a fun and engaging way. We have done this very successfully for our National Geographic Museum client, driving buzz, publicity, awareness and most importantly, driving ticket sales for major exhibitions such as Terra Cotta Warriors, Anglo Saxon Hoard, Titanic and most recently, Birds of Paradise at NGM.

TAB 2B — *Statement of Needs*

C. DPRT Communications Initiatives

a. Conduct appropriate communications research, planning and development activities to support DRPT internal and external communication strategies



If there is one category this experienced team specializes in, it's transportation. With SIR at the helm of this task order, we will conduct appropriate communications research, planning and development activities to support DRPT's internal and external communication strategies. SIR's previous work in this arena is extensive. We have supported state-level transportation agencies, rideshare organizations, transit companies, MPOs and PDCs for decades. We have been, and continue to be, a valued and trusted adviser for many transportation agencies and organizations across Virginia. These include:

- Virginia Department of Rail and Public Transportation (DRPT)
- Virginia Department of Transportation (VDOT)
- Hampton Roads Transit (HRT)
- Hampton Roads TRAFFIX
- Greater Richmond Transit Company (GRTC)
- Richmond RideFinders
- Arlington County Commuter Assistance Program (ACCS)
- Northern Shenandoah Valley Planning District Commission
- Rappahannock-Rapidan Planning District Commission
- Thomas Jefferson Planning District Commission
- Fredericksburg Area Metropolitan Planning Organization
- Chesapeake Bay Bridge Tunnel Authority

Further, our support work for these transportation agencies includes research-inspired strategic planning and program evaluation support across a number of transportation-related program areas including:

- Transit and light rail services
- Teleworking (Telework!VA)
- TDM programs (car and vanpooling, transit, rail, telecommute, etc.)
- Public education and information programs
- Congestion management programs (CMPs/TMPs)
- Virginia's 511 program
- E-ZPass
- Highway maintenance and construction projects
- HOT lanes and congestion pricing

*C. DPRT Communications Initiatives**b. Identify and profile stakeholders and target audiences*

Fostering relationships with key influencers is a process that takes quite a bit of time and investment, but one that can reap great rewards. Each influencer is different and is often times reached in a unique way. In other words, what captures one's attention may be completely different from what captures another.

At SIR, we use primary research, both qualitative and quantitative, to guide us in the identification of the target audience and to develop persuasive and credible messaging.

We often employ quantitative research, such as a telephone or online survey, to identify and quantify the size of the target audience. This research helps us to understand who the target is, where they are located and how to reach them. This type of research is especially important in Virginia, with its long history and culturally diverse population. Quantitative research helps us to identify the audience with pinpoint accuracy and profile it in great detail.

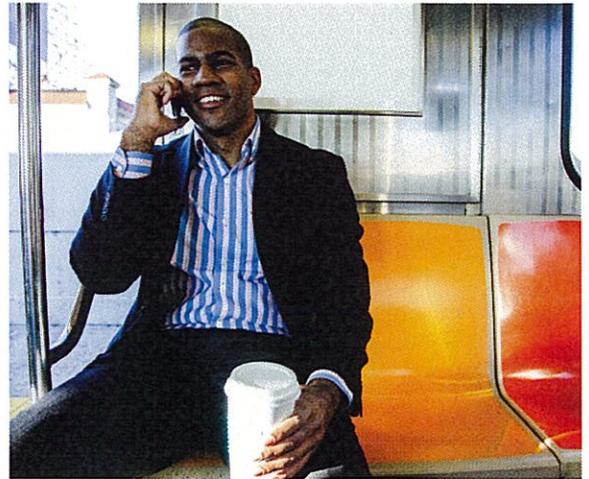
We also use qualitative research to develop our successful campaigns, particularly in regard to "getting the message right"! We employ an in-depth qualitative research methodology that we call "benefit testing." This approach gives us the ability to understand the reaction of the audience to different concepts, messages and benefits. But, importantly, it allows us to understand why people respond the way they do. This approach is especially valuable in regard to transportation issues in Virginia. These are issues that are complex, touch or cross political boundaries, and may ultimately require attitudinal or behavioral changes on the part of the audience. In benefit testing, we sit one-on-one with members of the audience and present them with various ideas and visual stimuli. This process allows them to express and project how the ideas and images make them feel and how they respond to them. Throughout the interview process, the professional researcher conducting the interview is able to "peel back the layers" to understand the reactions and motivations of the audience. The result is great insight and guidance for creative and strategy development – to ensure creation of a successful campaign.

Once the research is complete, we share those findings with DRPT and our partner agencies so everyone is working off the same "song sheet", understanding the insights gleaned from this research and what resonates with the consumer.

TAB 2B — **Statement of Needs**

C. DPRT Communications Initiatives

c. Implement communication strategies as appropriate, including advertising, creative development and branding, community and public relations programs, public and stakeholder involvement/outreach programs, sales promotion, special event activities, target market/community outreach programs, training/technical assistance programs, and marketing research.



c.i. Advertising

To be successful in building awareness in this over saturated media world – where consumers choose how and when they want to receive messages – our approach begins with understanding the world in which they live and who they are. Whether the audience is the business traveler, the leisure traveler, or business decision makers, today's consumers are experiencing record breaking levels of media impressions! There are also different kinds of campaigns. “Now” media campaigns include heavy ROI driven direct response and immediate action. “Nuture” media campaigns include messaging and media vehicles that capture consumers initial interest and nurture a longer term brand relationship, ultimately creating brand adaption. DRPT will likely have opportunity and need for both of these media strategies. “Now” and “Nuture” media to build awareness, acquire new customers, nurture the current rider, and win back some former riders.

To appropriately recommend the media mix for advertising, the first step is to identify the most effective media channels for the message, the audience, the budget and the most important campaign goals. Today consumers are over saturated by information to the point that no single medium has the ability to provide maximum reach. Therefore, effective media planning and placement involves using an integrated mix of media and messaging to which the audience segments are attentive and responsive. It also requires media strategies that are grounded in research and performance metrics that can be optimized.

By utilizing in-house subscription-based industry tools such as MRI, Scarborough, Nielsen, Arbitron, SQAD, comScore as well as Research Now Online Panel Research and Spurrier Media Group proprietary tools, including InfoMine, Consumer Path (Media Architecture) and Metric Effect, we develop real-time consumer insights that lay the foundation for the optimal advertising campaigns. These insights include consumer lifestyle, life stage, influencers, aspirations, value statements and media usage, consumption and preferences.

Knowledge is power in the communication business so the more we know about the target audiences, the better. MRI Media Day is one tool in our InfoMine tool box that shows how the various media channels are consumed in an average day, by hours spent with each. The sample Media Day below reveals the access we have within each of these media channels to reach the audience.

TAB 2B — Statement of Needs

C. DPRT Communications Initiatives

c. Implement communication strategies as appropriate, including advertising, creative development and branding, community and public relations programs, public and stakeholder involvement/outreach programs, sales promotion, special event activities, target market/community outreach programs, training/technical assistance programs, and marketing research.



MRI MEDIA DAY: AMTRAK BUSINESS TRAVELER

TARGET: Domestic Travel: Business paid for by company or by self	Daily Media Usage: All Seasons - Average Day: Monday - Sunday			
	Target Users	Index	Avg. Minutes/ Target User	Avg. Minutes Rtg.
	%			%
INTERNET	74.19	142	236.13	12.17
MAGAZINE	26.97	106	58.74	1.10
NEWSPAPER	39.70	98	62.40	1.72
RADIO	69.46	117	174.73	8.43
TELEVISION	80.83	103	254.10	14.26

Source: MediaDay 2011 (fieldwork 10-11/Doublebase respondents)

- Business Traveler is spending considerable time with mobile media of Internet and Radio.
- Business Travelers spend an average of 236 minutes online per day.
- They listen to the radio an average of 176 minutes per day.
- Heavy TV usage as is with almost all targets but not recommended due to limited budget.

Consumers lives online are now virtually a mirror of our offline lives. We read, shop, socialize, watch TV and movies, search for information and soak in news and entertainment BOTH offline and online. This means messaging must be weighted in a mix of channels to build awareness and ultimately capture and convert that awareness through pre-determined Key Performance Indicators (KPIs). Advertising and marketing build awareness and begin the consumer journey through to conversion.

Once Amtrak Virginia is on the mind of a consumer what do they do next? They call or they go online to look for more information. The payoff for most offline media campaigns is often captured in the digital space. In the case of DRPT and Amtrak Virginia, awareness will lead to favorability and consideration to investigation of the destination, times, and offers, etc., that Amtrak has. By understanding the Consumer Path we can construct strategic campaigns to reach the varied audiences with the most appropriate call to action and tools in place to capture this action and convert.

TAB 2B — Statement of Needs

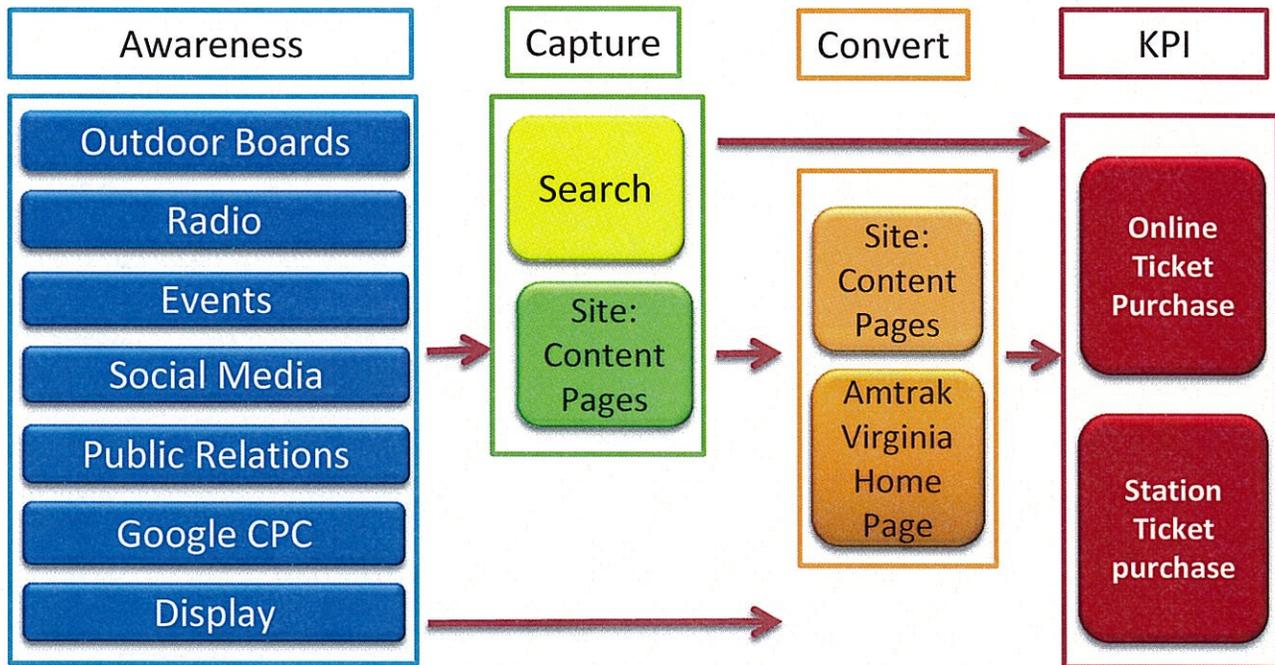
C. DPRT Communications Initiatives

c. Implement communication strategies as appropriate, including advertising, creative development and branding, community and public relations programs, public and stakeholder involvement/outreach programs, sales promotion, special event activities, target market/community outreach programs, training/technical assistance programs, and marketing research.



CONSUMER PATH

Media awareness drives consumer interest which can be captured and ultimately converted. Understanding how to optimize these paths is paramount to accurate metrics and ROI for advertising spend.



There is no one set of KPIs or metrics that fit all needs. That is the constraint of many of metric tools today and why Spurrier Media developed our proprietary Metric Effect tool. Within the development of the Metric Effect report for DRPT we will develop custom measurement plans to gauge success across all levels of effort. Success metrics include industry benchmarks, ROI, conversion rates and KPI performance among many possible others. These KPIs can include all objectives from business objectives, marketing, communication and advertising, each with unique tracking and payoff (conversion) established collaboratively in the planning stage of campaign development.

C. DPRT Communications Initiatives

c. Implement communication strategies as appropriate, including advertising, creative development and branding, community and public relations programs, public and stakeholder involvement/outreach programs, sales promotion, special event activities, target market/community outreach programs, training/technical assistance programs, and marketing research.

**c.ii. Creative Development and Branding**

SmithGifford prides itself on creating breakthrough creative ideas that convey the key branding messages of DRPT in ways that are fresh and memorable. Our disciplined approach allows us to get to unique brand messages that can connect with DRPT's core targets. There is nothing cookie cutter about our approach. Once we have identified the rational and emotional levers to be used in the brand campaign, we take that macro idea platform and apply it in a tailored way to each media type we will be using in the media campaign. That way we can exploit the strengths of each medium in our arsenal, so the print works harder, the online works harder, the broadcast and design elements are the most powerful they can be. A real testament to a strong branding campaign is that it easily translates into an internal rally cry that employees understand, embrace and use in their jobs every day. Creating that kind of internal adoption and pride is a mark of true success, just as much as positive metrics of external audiences responding to the branding.

Amtrak Case Study - Acela

Acela branding and marketing required us to focus heavily on the business traveler from Washington to NY to Boston and truly understand the mindset of the person who prefers train to plane. Make no mistake, air travel is the enemy and yet it was our job to market Acela positively for what it offers, vs. a head-on attack on the shuttles. Since the travel experience is so good, it was pretty easy to highlight the extra legroom, the ability to buy a snack or meal, the free wi-fi and the ease of going to point A to B without the hassle of airport security. Our marketing campaign of TV, print, online, collateral and web has driven Acela to new levels of ridership, revenue and ROI success year after year for an amazing nine years.

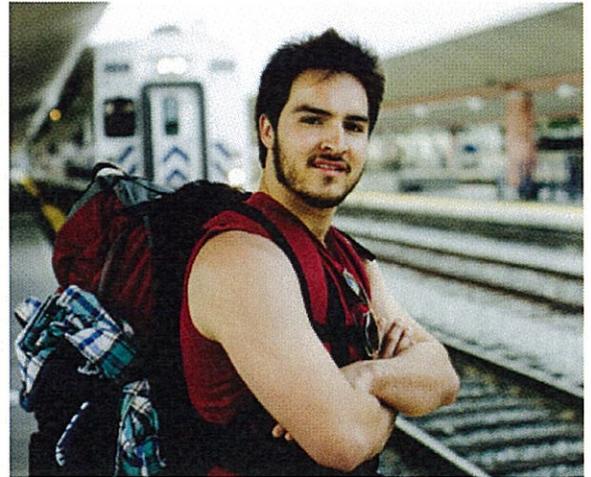
c.iii. Community and Public Relations Programs

Ogilvy helps clients build and maintain relationships in the communities in which they "live." More than window dressing, we seek to win hearts and minds of the community - opening the doors to better understanding and trust. Our goals are your goals, whether it is seeking to instill employee pride, build public trust, foster education, respond to community needs or enhance company image.

Ogilvy has a proven history of working with clients in a variety of industries to navigate through the complex and sometimes sensitive waters of community outreach. With a nationwide team of professionals experienced in reaching and mobilizing the community, Ogilvy can develop and implement a comprehensive communications strategy to position the company as a vital and trustworthy member of the community.

C. DPRT Communications Initiatives

c. Implement communication strategies as appropriate, including advertising, creative development and branding, community and public relations programs, public and stakeholder involvement/outreach programs, sales promotion, special event activities, target market/community outreach programs, training/technical assistance programs, and marketing research.

**c.iii. Community and Public Relations Programs, *con't.*****OUR APPROACH**

Message Development. A community is not a monolithic entity, but is often broken into segments each with their own framework for receiving and acting upon information. Understanding community concerns and values is essential to developing messages that resonate with all community members. With that understanding, messages can be tailored to emphasize those elements most important to the targeted audiences within the community.

Involve Audience Members and Partners. One of the most important aspects of building relations in the community is ensuring their involvement. Ogilvy helps clients identify the best way for a client to engage the community— advisory panels, town hall meetings, roundtable discussions, or other means. Community involvement helps open dialogue, identify issues before they become crisis, and open valuable conduits to target audiences in both good and troubled times.

Harnessing the Media. We understand the power of the media in developing a positive community profile. We can harness the power of media to focus on what the media can do best: raise awareness; increase knowledge; influence attitudes; reinforce knowledge, attitudes, and behavior; prompt an immediate action; refute myths; and influence norms. We also look beyond mass media recognizing the sway that small, community media channels provide.

Use Multiple Channels. Messages are reinforced—and their reach is extended—when they are delivered through a variety of channels. Ogilvy helps clients identify and capitalize on the most important channels, be they media, community communications vehicles (e.g., newsletters), social media channels, or one-to-one approaches afforded by local events.

Partnership Development. Ogilvy has the unique ability to forge partnerships and alliances that help deliver compelling messages and ultimately effect behavior change among target audiences. Whether finding common ground between disparate groups or bringing natural allies together around a previously unrecognized interest, we know how to find and leverage the trusted channels and how to orchestrate many voices speaking in unity to maximize resources and impact. Partnerships can offer the power to transform ideas into movements, carry messages to the masses and turn strangers into ambassadors.

Mobilizing Allies. Equipping and mobilizing others to become effective channels of information and education lends credibility to a message and can reach audiences previously inaccessible to a company. An effective community relations program arms third parties with resources, tools, and training to strengthen their capability to provide information and counsel.

C. DPRT Communications Initiatives

c. Implement communication strategies as appropriate, including advertising, creative development and branding, community and public relations programs, public and stakeholder involvement/outreach programs, sales promotion, special event activities, target market/community outreach programs, training/technical assistance programs, and marketing research.

**c.iii. Community and Public Relations Programs, con't.**

Often, it benefits a company to reach large numbers of people at the same time. Hosting community events—a town meeting, facility tour or rally—allows a company to “open its doors” to the community. And each event is an educational opportunity, a chance to deliver messages to community-at-large in a controlled environment. Ogilvy can assist in securing community leaders as speakers, ensuring community turnout, organizing logistics and keeping the event focused on the messages.

c.iv. Public and Stakeholder Involvement/Outreach Programs

We understand that the success of communications programs can hinge on the understanding and participation of key stakeholders. Support from key industry leaders and influencers is critical to ensuring that the right target audiences are reached at the right time, and that messages from the Government, or our clients, are welcomed and championed. This is one reason that our ability to conduct outreach to stakeholders is a critical strength. We know these audiences in many of these markets. We have experience and contacts with key stakeholders and media influencers and we are prepared to “make the connections” as appropriate.

c.v. Sales Promotion and Special Events

Having worked in the automotive category for the past twenty years, SmithGifford is in its element when it comes to developing smart, hard-working sales promotions for DRPT. We are experts at moving quickly to determine the optimal offers and call-to-action and then turning that into a memorable sales promotion that delivers results. We were once challenged with selling all of the ‘lovable loser cars’ for a dealer group and we turned a negative into a positive by positioning these cars as unique, one-of-kind conversation starters. We appealed to consumers’ sensibility of purchasing a car with a discontinued color or a convertible in winter and turned it into a fun event that sold a lot of cars and had dealers smiling.

Amtrak Case Study – National Train Day

One of the special events our team is very proud of is the creation of National Train Day. Senior leaders at SG who worked on the Amtrak business were challenged by Amtrak to create a ‘holiday’ that could grab attention and create awareness of all the routes Amtrak has throughout the country. We invented National Train Day and developed the entire integrated campaign to promote it: from the website to print, radio and online advertising, to the signage to the actual station logistics of the events taking place in multiple cities throughout the country. The results of National Train Day were so amazing in year one that the tradition has continued each year, with more and

TAB 2B — **Statement of Needs**

C. DPRT Communications Initiatives

c. Implement communication strategies as appropriate, including advertising, creative development and branding, community and public relations programs, public and stakeholder involvement/outreach programs, sales promotion, special event activities, target market/community outreach programs, training/technical assistance programs, and marketing research.



c.v. Sales Promotion and Special Events, *con't.*

more partners, stations and consumers taking part.

c.vii. Target Market/Community Outreach Programs

Among the many demographic changes that have taken place in D.C., Maryland and Virginia region over the last decade, the most jarring might be the shift in the racial and ethnic composition. We know that people respond differently to messages depending on behavioral, demographic, cultural, geographic, socio-economic, and other factors. One-size communication usually does not fit all. In short, multicultural communication is about much more than race and language. It is about message and messenger. It is about credibility. It is about connecting.

Specifically, as it relates to translating and adapting content to communicate with different segments of the audience, our teams of native-speaking translators and editors are highly experienced in developing and adapting materials that are in-language and culturally appropriate. We embrace an approach that calls for cultural adaptation (and transcreation), incorporating insight and cultural nuances, rather than strict translation to ensure that our materials convey consistent messages in a way that can be embraced and acted upon by each audience group.

Ogilvy's translation and adaptation process involves the following steps:

- Translation/adaptation of the original English-content.
- Independent reviews by Ogilvy's language specific team.
- Final review to merge all edits into a final document - also includes a back translation.
- Provide informal focus group to test final language, if appropriate.

C. DPRT Communications Initiatives

c. Implement communication strategies as appropriate, including advertising, creative development and branding, community and public relations programs, public and stakeholder involvement/outreach programs, sales promotion, special event activities, target market/community outreach programs, training/technical assistance programs, and marketing research.

**c.vii. Target Market/Community Outreach Programs *con't.*****Target Audience Insight**

Importantly, our work on behalf of government agencies has given the Ogilvy team deep experience and understanding in developing and adapting content and materials for a wide variety of target audiences, including diverse consumer audiences such as those from different racial, ethnic, and cultural backgrounds as well as those with low literacy and/or low SES. For example, for CD.C.'s HPV awareness initiative, we developed materials for lower-literacy Caucasian, African American, Hispanic, Vietnamese, Korean, Filipino, and Native American women. As appropriate to any given project, we abide by the Plain Language Act of 2010 and apply testing methodologies to ensure that materials are written at appropriate reading levels. Ogilvy has won numerous NIH Plain Language Awards for materials developed for Institutes such as the National Kidney Disease Education Program and the National Institute of Neurological Disorders and Stroke.

c.viii. Market Research

Why is our transportation industry market research experience relevant to you? In two words – efficiency and impact! We are well-versed in the kinds of transportation issues DRPT manages on a daily basis. We are continuously conducting transportation-related market research studies on topics ranging from new services like Amtrak Virginia and Telework!VA to congestion mitigation strategies like those DRPT managed with the Springfield Interchange reconstruction and Dulles Metrorail to long range planning to transit system impacts to TDM planning to several high profile corridor planning initiatives including the I-95/I-395 “HOT” Lanes Transit/TDM Study and the I-66 Transit and TDM Market Research Studies. We know DRPT's industry issues and related terms. We live them and study them daily.

C. DPRT Communications Initiatives

c. Implement communication strategies as appropriate, including advertising, creative development and branding, community and public relations programs, public and stakeholder involvement/outreach programs, sales promotion, special event activities, target market/community outreach programs, training/technical assistance programs, and marketing research.

**c.viii. Market Research** *con't.***Southeastern Institute of Research Technical Approach**

We do everything in-house to ensure maximum quality control and fast response to meet our clients' needs. Our in-house research services include:

- **Project Management:** A seasoned project director leads every project and handles all client contact.
- **Project Design:** Our team crafts the appropriate technique to maximize the available research budget.
- **Sample and Questionnaire/Interview Guide Design:** We formulate the survey instrument and sample design.
- **Data Collection:** We have in-house resources for telephone, online, mail and in-person interviews. For large-scale fieldwork interviewing projects that benefit from economies of scale, we turn to proven domestic call center partners.
- **Data Management:** We have an in-house data processing department that handles data set management, data weighting and tabulation generation.
- **Data Processing:** Our in-house capabilities also include data entry and open-ended response cleaning and coding. This capability is another important advantage we offer clients. The industry practice is to use software or to outsource coding of open-ended responses.
- **Data Analysis:** Our in-house capabilities include all forms of data analysis work.
- **Reporting:** Our reports are delivered as either PowerPoint decks or Word documents, both written for busy managers with little time for "researchers." All of our reports include research-inspired recommendations.
- **Presentations:** We are comfortable presenting research findings in front of audiences ranging in size from small client teams to boards to large stakeholder events.

C. DPRT Communications Initiatives

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



Spurrier Media Group and Ogilvy Public Relations jointly provide marketing and communication services to the Federal Emergency Management Agency's National Flood Insurance Program (Floodsmart campaign). Our goal, along with three other agency partners, is to promote the importance of and affordability of flood insurance in high risk areas and drive qualified target consumers to Floodsmart.gov for insurance quotes. Every year, the collective team develops a communications plan for FEMA that outlines recommended NFIP marketing and advertising services, public relations and outreach activities, website updates, broker (insurance agent) promotions, media plans and placements, and creative insights. This plan is completed by all members of the FloodSmart team based on our combined expertise in paid media, public relations, website management, industry outreach, research, creative messaging, reporting metrics and strategic planning. The communications plan also addresses previous successes and challenges, and outlines the strategic roadmap for the campaign over the next twelve months. All deliverables and executions must relate back to this blueprint. From the approved communications plan we then develop a Work Plan which includes all required action items, due dates, team assignments and desired outcomes. This plan is referred to and updated on a regular basis throughout the year.

This team recommends a similar course of action for development and implementation of the DRPT communications plan.

Case Study - FEMA Floodsmart Campaign



During our ongoing management of Federal Emergency Management Agency's Floodsmart campaign, we have seen a substantial increase in the number of qualified leads going to FEMA's centralized call center. We have also seen an increase in the number of leads going to the floodsmart.gov website for a flood risk assessment. Online conversion – the number of people requesting a quote for flood insurance -- has increased approximately 300%!

C. DPRT Communications Initiatives**e. Recommend, negotiate and place announcements in selected media within the program budget**

Since Spurrier Media Group was founded, our buyers have engaged with media representatives at every major media network and in every major DMA. Today, we spend millions of dollars with these representatives each year and talk to them on an ongoing basis. Couple our outstanding media relationships with the millions in media leverage that we place across the country then add in our years of experience, and there isn't likely any other firm that can offer better value for your dollar than Spurrier Media Group. Our reach across the Commonwealth is extensive. We understand how to reach consumers in DRPT's key markets and we understand their travel patterns. Best of all, we understand the media landscape that is unique to this region, and we can leverage our 30 year relationships for the benefit of DRPT.

f. Develop promotional materials for each outlet and ensure that materials are issued to the appropriate media according to the project timetable

SmithGifford will work in partnership with DRPT and our team members at Spurrier Media Group to develop promotional materials for each media outlet. At the start of each project, we develop a detailed estimate and project timetable, backing out from the media materials due date. We provide appropriate time for client approvals all the way through the process, so we are able to make revisions and complete final materials on time and on budget.

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

SmithGifford will work closely with DRPT to develop creative ideas for communication plan themes. Upon approval, we will draft initial copy through revisions to final copy. We will recommend visuals in the form of illustration, stock or original photography and/or video creative as needed. SmithGifford will also supply the layout and be responsible for the final art direction and design of the finished plan. We routinely work on annual plans, as well as quarterly plans and three year strategic plans with our clients, for presentations to executive management.

TAB 2B — *Statement of Needs*

C. DPRT Communications Initiatives



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

SmithGifford is well equipped to develop additional promotional services for DRPT, including such things as direct mail, and e-mail campaigns. As part of these services we can create mailing lists, recommend new lists to rent, and maintain existing list databases. We are also adept at creating project hotlines and specialized websites or promotional websites. For our NISH client, we created a 75th anniversary microsite that lives separately from the federal agency website, and have been successful at driving traffic to the microsite through social media and public relations efforts.

i. Provide all associated printing services for communication plan materials

SmithGifford will recommend qualified printers who meet DRPT's criteria and budget requirements for all printed communication plan materials. We will also serve as production supervisors on every job to make sure proper quality control is in place, ensuring the printed material is perfect, on time and on budget. We will routinely review proofs and attend press checks to make sure the product meets DRPT's expectations.

j. Provide detailed evaluation of communication plans to highlight the results and effectiveness of each initiative or program.

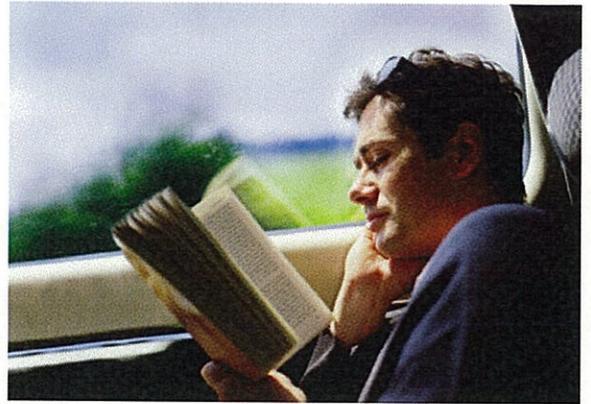
Ogilvy also has an approach for evaluating the success of communications activities, based on our proprietary Blueprint methodology, which provides a step-by-step process for developing a communications program that is grounded in key issue and audience research. We use this process for the Federal Emergency Management Agency Floodsmart campaign, along with our partner Spurrier Media Group.

The Blueprint helps to ensure that we are disciplined in our communications approach to helping DRPT and related agencies, and that we ensure that we are looking across the DRPT portfolio and overall mission to achieve synergies and leverage opportunities throughout the year.

All of our work will be guided by planning. Our team will work under the direction of DRPT staff and/or the agency information officer to support strategic planning at various levels. We will collaborate as a team and make recommendations to you based on the goals and objectives you seek to achieve. Regardless of the project size or scope, our plans will be thorough, timely, and cost-effective.

TAB 2B — *Statement of Needs*

C. DPRT Communications Initiatives



Case Study - Reading Is Fundamental

When Reading is Fundamental (RIF) found itself in need of a brand refresh, messaging and positioning, they contacted Ogilvy. We designed a campaign to establish RIF's position and relevance on the literacy continuum to increase funding from corporate donors and the government. Working with RIF, Ogilvy created a comprehensive communications plan and "how-to" guide that RIF could execute to reignite its brand, bringing its reputation from the 1980's to the present and the future. RIF is using this plan to develop new partnerships, conduct media outreach, engage through social media, and reach out to donors to ensure that this program that cultivates our nation's love of reading continues to thrive.

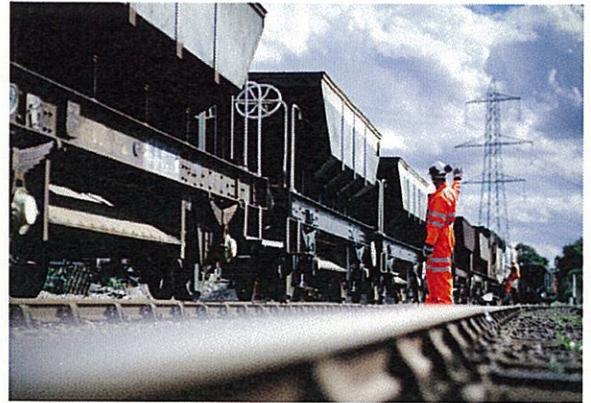


Reading Is
Fundamental

TAB 2B — **Statement of Needs**

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

It is good protocol to develop transportation plans and services in partnership with local governments, regional organizations, state elected officials, federal partners, and citizens impacted by the project or those who may use it. DRPT and this team will develop its public involvement plans in a manner to ensure accountability for its actions, continuous communication with stakeholders and constituents, consistency in approach, and integrity in its dealings.

ii. Reserve space for and arranging the logistics for public meetings

The event planners within our collective team can help DRPT with logistics for any public meetings, news conferences or other public venues. Our team has experience with events ranging from a round-the-world sailing race to presidential elections to political appearances to product launches to local news conferences. We are ready, willing, and eager to handle event logistics for DRPT.

iii. Host and/or provide on-site staff support for public meetings as appropriate

Depending on the size and location of DRPT's public meetings, our team will either staff these venues or hire support staff accordingly within the agreed upon budget.

iv. Draft and place advertisements and other relevant public announcements for public meetings

SmithGifford will develop creatively appealing advertisements for any DRPT public announcements and Spurrier Media Group will use its media prowess to gain favorable placements for said advertisements.

v. Develop handouts, presentations, video, audio and other support materials

SmithGifford, the designated creative lead for DRPT, will develop any required handouts, presentations, videos, audio presentations or other support materials for DRPT's public involvement meetings.

vi. Arrange for specialty services such as translators, court reporters and security

Headquartered in and near the nation's capital, our partners Ogilvy and SmithGifford have access to a wide variety of specialty services for events and public information venues. Whether you need translators, court reports, security services, caterers, or a custom exhibit, our team will get you what you need.

TAB 2B — **Statement of Needs**

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:



vii. Compile public comments and producing public comment reports

As part of our ongoing efforts, the team will compile public comments and produce public comment reports on a timely basis.

TAB 2B — *Statement of Needs*

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.

SmithGifford will audit and review all existing materials and determine the vision for future materials as the first steps in creating a new graphic standards guide. Led by our Creative Directors, we will recommend a new comprehensive brand style guide for DRPT that reflects the branding, tone and personality we wish to convey.

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.

Our first task is always to review the logo and make sure it is current and is conveying the brand positioning of DRPT. We will develop many logo treatments in rough draft form, to share with DRPT and get input before moving to tight layouts of a new logo recommendation. Upon approval of a single direction, we create the logo files, determining font, color, lock-up and then begin applying it to critical pieces of communication, such as business cards, letterhead, envelope. From there we can proceed to tier two materials such as a PowerPoint presentation template, fax coversheet, report template, brochure cover, press release template and media advisory template. Through the audit, we will determine together what other creative elements need to be developed and created as templates for DRPT. Lastly, we pull the project all the way through to completion with a brand style guide that sets the rules for everyone who is creating DRPT communications materials. We have produced style guides that are twenty pages in length as well as extensive style guides over one hundred pages in length.

TAB 2B — *Statement of Needs*

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.

We can provide DRPT with a full recommendation of promotional items, including logo merchandise that can be given away as prizes or sold at major events. We have experience creating everything from T-shirts and baseball hats to key chains, stress balls, magnets, and water bottles. We will create the files as part of the brand style guide so internal audiences and outside vendors can produce high quality items that stay within brand rules for consistency.

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.

We will set up a system in which DRPT can select pre-approved items from vendors for promotional items. We will then oversee and manage the creation and production of the items through the delivery of the completed materials.

c. Provide access to general graphic design services to develop DRPT maps, posters, exhibit booth panels, signs and other display materials.

SmithGifford has the experience and graphic design expertise to develop a wide array of materials for DRPT, including maps, posters, trade show exhibit booth panels, signage and display materials. For Amtrak, we were responsible for all brochures, timetables, and route maps. Our Creative Director also designed all of the signs for the individual routes, such as Empire Builder, Crescent and the Sunset Limited, and the beautiful signage in Union station that promotes train travel. We have extensive experience handling trade show materials, and just recently completed a major trade show project for our client for the Consumer Electronics Show in Las Vegas.

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.

Based on our Amtrak experience, we can provide mapping services that enable DRPT to produce printed folded paper maps, electronic wall maps, as well as interactive maps for website or tablet use, such as on an iPad. We will be able to format the maps appropriately to ensure that they can be used effectively in PowerPoint presentations and reports. We will also explore how to best support mapping features in mobile applications since smart phone usage is at an all-time high.

TAB 2B — *Statement of Needs*

F. Promotional Items and Display Materials Development and Production



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.

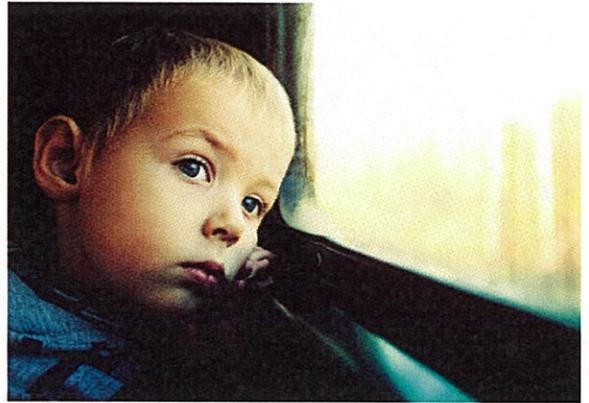
We will be able to deliver printing services to DRPT in order to produce display materials in many formats and materials, such as magnetic display panels, foam core posters transparencies and vinyl. We also have deep experience creating vehicle wraps using new technology to create a highly professional appearance on trains, buses, and cars.

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.

Working with our trusted vendors, we can furnish DRPT with all the necessary displays and furnishings, including tabletop displays, modular booths, pedestals, easels, information desks and kiosks. We will ensure that the display materials contain the proper DRPT logo and adhere to the brand style guide.

TAB 2B — *Statement of Needs*

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.

Ogilvy will provide media and message training sessions for DRPT staff that emphasize skills-building and message development for ongoing interactions with the media and other audiences. Our approach to training covers both message content and delivery techniques and we use videotaping to allow for immediate review and feedback of mock interviews as a core element of the sessions.

The hallmark of our approach to meeting DRPT's needs is the flexibility to design tailored training programs for staff throughout the year.

Ogilvy will schedule a kickoff meeting with DRPT staff to review our training recommendations and proposed media coaching staff. Depending on the number of staff who need media training, Ogilvy can schedule and conduct communications assessment meetings individual DRPT participants, including an analysis of previous presentations, interviews, and media appearances for each trainee. The assessments will examine participants' media acumen, comfort levels, needs, and goals for use in planning ten hours of in-studio/on-camera media trainings. Based on this assessment, we can develop a specific training program for each DRPT official. Our goal will be to design a curriculum that will raise each trainee's skill and comfort level, regardless of their proficiency when we start—whether they are a beginner or a seasoned spokesperson.

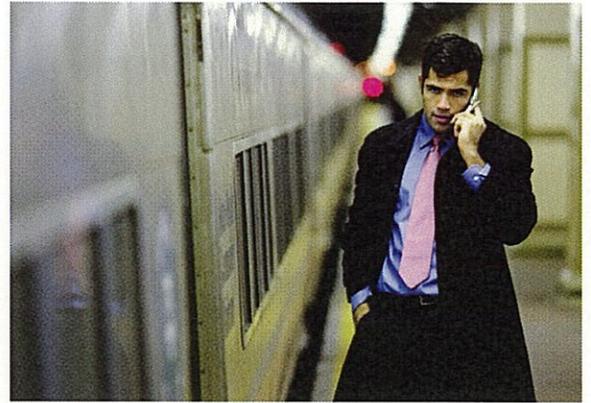
b. Provide access to trainers for one-day sessions of in-person, specialized media training including specific DRPT message development, strategic preparation tools for interviews, individualized training to meet the needs of each attendee, at least two recorded on-camera interviews for playback and 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.

Scenario-Based Trainings

Because most people have a variety of learning styles, we believe the most effective media trainings combine a variety of experiences including listening, talking, sharing, group discussions, exercises, and writing assignments. In addition, we have found that media training is greatly enhanced by being scenario-based. As such, Ogilvy will work with DRPT in advance of the trainings—and after the communications assessment—to develop sample scenarios that form the basis of the training sessions. For example, the scenario could be based on a new or upcoming announcement. Alternatively, a real life, current challenge can form the basis of the training.

TAB 2B — *Statement of Needs*

G. Media, Public Speaking and Communications Training



Using a “Message Box”

As part of our media trainings, Ogilvy teaches trainees to use a “message box” approach that brings discipline to the development and delivery of key messages. Based on social science research that provides insight into how much information a person can comprehend at one time, as well as an analysis of how much information can be conveyed in a media interview, the message box limits the number of messages to four—plus a central theme or idea that each of the messages support. Message boxes help ensure that all spokespersons know what key points should be included in materials, interviews, presentations, and other activities and products. Once we introduce the message box to the trainee, we will use the fictitious or real life scenario to practice developing, and then delivering upon, an actual message box. In our experience, spokespeople highly value the message box approach and its utility in helping them prepare for media engagements. Some have described a well-developed message box as a “security blanket” or “safety zone” during the interviews or public meetings.

Proposed Training Session Modules

While each of the five trainings per year will be individually tailored to the needs of the DRPT trainee, some of the following modules (and topics) will be covered in each session:

General Discussion and Practice Topics

- Basic media skills
- “Do’s and Don’ts” for message delivery
- “Bill of Rights” for the person being interviewed
- How to avoid the “No comment”

Message Development

- Knowing the audience and message
- Developing and using the message box

Message Delivery Tools

- Bridges to help move from a potentially “risky” answer to a safe message
- Flags for emphasizing what is important
- Sparklers to help bring messages to life
- Pitfalls and things to avoid
- Knowing the current media environment (e.g. the 24/7 news cycle)
- Engaging new media (Twitter and other forms of immediate, user-generated content)

TAB 2B — *Statement of Needs*

G. Media, Public Speaking and Communications Training



Preparing for the Interview

- Knowing the outlet and reporter to tailor the message
- Anticipating the tough questions
- Handling unexpected questions or challenging topics

Interview Concept Clips

- Reviewing good and bad television and radio interviews that demonstrate interview proficiency

On-Camera Mock Interviews

- In-studio taped one-on-one interviews with immediate feedback
- Handling high-stakes and hostile media interviews
- Understanding risk and how to communicate risky issues
- Take-away DVD of individual mock interview for each participant

What Our Trainings Will Achieve

Ultimately, the media skills that Ogilvy helps foster will equip DRPT staff to communicate effectively with members of the media, creating a better understanding of what reporters do—including what they look for in a story and how they approach interviews—and why DRPT spokespeople are an important resource to them. We will teach participants new ways to articulate key messages in a straightforward and newsworthy way by adhering to a message platform. In addition, we will help them devise new techniques for handling tough or hostile questions during interviews, in public forums, and place participants in on-camera role playing sessions to enhance confidence.

c. Provide all materials necessary to carry out the services described above, including all audio visual equipment, camera equipment, lighting, recording and training materials.

Ogilvy frequently works with carefully selected vendors, including Ventana Productions, a full-service video production facility with both Standard Definition and High Definition capabilities, located one block from our office. Ventana's close proximity enables us to conduct off-camera media coaching in our office, and then continue at Ventana's full-service studio. This efficiency saves both time and the expense of unneeded studio time. Ogilvy will work with Ventana to provide on-camera, in-studio interviews as part of the advanced media training program. A no cost alternative is to conduct the interviews in our own office using standard equipment, rather than use a full studio setup, which more closely mimics the situation of a reporter coming to the DRPT for an interview.

TAB 3

SWaM Certification

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. 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.



Spurrier Media Group, the Offeror of this proposal, is a SWaM-certified small, woman-owned business. In addition, SIR Research is a SWaM-certified small business. Please see Attachment C for copies of both certifications.

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: Spurrier Media Group

Preparer Name: Ingrid Vax Date: 5/15/2013

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: 666670 Certification Date: 1/26/2011

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
SIR, Inc. 2601 Floyd Ave Richmond, VA # 662527	Small Business	John Martin 804-358-8981	Research	TBD based on IDIQ and task orders	TBD based on IDIQ and task orders
Totals \$					



Small, Women and Minority (SWaM) Vendors Search

<< Return to the SWaM Vendors Search

Search by **company name = Spurrier Media Group**
The following result(s) sorted by company name.

Total 1 search result(s)

SWaM Type	SWaM Cert#	Expiration Date	Company Name/Mailing Address	Pcard	Description of Services
WS	666570	01-26-2014	SPURRIER MEDIA GROUP Doing Business As: SPURRIER MEDIA GROUP 140 VIRGINIA ST., SUITE 301 RICHMOND, VA 23219 Contact: DONNA SPURRIER Phone: (804)698-6333 Fax: (804)698-6336	N	NIGP Code and Description 91501 MARKETING AND ADVERTISING

Note

- MS or WS in the SWaM Type column indicates the business also has small business certification.
- Before printing, ensure that your browser print setup is set to landscape.

Expiration date with * indicates that business is pending for recertification.

Expiration date with ** indicates that business currently has "Provisionally Approved" status. The Department of Minority Business Enterprise (DMBE) must receive all required supporting documents 15 days prior to the expiration date to allow processing or the certification will automatically expire.

Company name with *** indicates that business is a "Service Disabled Veteran owned" business.

1-1 of 1

Copyright © 2013, All Rights Reserved
Virginia Department of Minority Business Enterprise
1111 East Main Street, Suite 300 Richmond, VA 23219
Phone: (804) 766-6585
WAI Level A Compliant

Web Policy | Contact US

Word Viewer (.doc) | Adobe Acrobat Reader (.pdf) | Excel Viewer (.xls) | PowerPoint Viewer (.ppt) | WinZip (.zip)



Small, Women and Minority (SWaM) Vendors Search

<< Return to the SWaM Vendors Search

Search by **company name = Southeastern Institute**
 The following result(s) sorted by company name.

Total 1 search result(s)

SWaM Type	SWaM Cert#	Expiration Date	Company Name/Mailing Address	Pcard	Description of Services
S	662527	06-03-2013	SOUTHEASTERN INSTITUTE OF RESEARCH, INC. Doing Business As: SOUTHEASTERN INSTITUTE OF RESEARCH, INC. 2601 FLOYD AVENUE RICHMOND, VA 23220 Contact: ELIZABETH L. MCLAUGHLIN Phone: (804)358-8981 Fax: (804)358-9761	N	NIGP Code and Description 91812 ANALYTICAL STUDIES & SURVEYS (CONSULTING)

Note

- MS or WS in the SWaM Type column indicates the business also has small business certification.
- Before printing, ensure that your browser print setup is set to landscape.

Expiration date with * indicates that business is pending for recertification.
 Expiration date with ** indicates that business currently has 'Provisionally Approved' status. The Department of Minority Business Enterprise (DMBE) must receive all required supporting documents 15 days prior to the expiration date to allow processing or the certification will automatically expire.
 Company name with *** indicates that business is a "Service Disabled Veteran owned" business.

1-1 of 1

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 subcontractors involved in the proposal.



For new business proposal purposes, please contact:

INGRID VAX

Director of Business Development and Agency Relations
Spurrier Media Group
ivax@spurriermediagroup.com
540-760-1636

For financial matters, please contact:

DONNA SPURRIER

President
Spurrier Media Group
dspurrier@spurriermediagroup.com
804-698-6333

TAB 5

**Staffing and
Pricing Plan**



Staffing and pricing plan contained in Attachment D

Attachment D Price Schedule

Spurrier Media Group Labor Category & Name	Direct Actual Hourly Rate	Overhead Rate	Profit	Total Fixed Rate
Executive Media Strategist - [REDACTED]				\$ 385.77
Account Supervisor - [REDACTED]				\$ 196.39
Traditional Media Planner - [REDACTED]				\$ 121.41
Sr. Traditional Media Buyer - [REDACTED]				\$ 121.45
Digital Media Planner - [REDACTED]				\$ 134.88
Campaign Metrics Analyst - [REDACTED]				\$ 138.25
Media Research Coordinator - [REDACTED]				\$ 134.88
Media Billing Specialist - [REDACTED]				\$ 88.55
Billing/Research Assistance - [REDACTED]				\$ 67.83

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

Attachment D Price Schedule

SmithGifford Labor Category & Name	Direct Actual Hourly Rate	Overhead Rate	Profit	Total Fixed Rate
Account Management				
President - [REDACTED]				\$ 346.50
Management Supervisor - [REDACTED]				\$ 181.50
Account Manager - [REDACTED]				\$ 130.35
Asst. Account Manager - [REDACTED]				\$ 115.50
Business Affairs/Billing - [REDACTED]				\$ 86.63
Social Media Marketing				
Director of Social Media - [REDACTED]				\$ 181.50
Social media Manager - [REDACTED]				\$ 130.35
Creative				
Chief Creative Officer - [REDACTED]				\$ 346.50
Creative Director - [REDACTED]				\$ 216.15
Senior Art Director - [REDACTED]				\$ 146.03
Art Director - [REDACTED]				\$ 130.35
Sr. Copywriter - [REDACTED]				\$ 146.03
Copywriter - [REDACTED]				\$ 130.35
Creative Services				
Production Management - [REDACTED]				\$ 86.63
Digital Producer - [REDACTED]				\$ 146.03
Broadcast Producer - [REDACTED]				\$ 181.50
Editor - [REDACTED]				\$ 181.50

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

Attachment D Price Schedule

Ogilvy Public Relations Labor Category & Name	Direct Actual Hourly Rate	Overhead Rate	Profit	Total Fixed Rate
Executive Vice President - [REDACTED]				\$ 454.04
Senior Vice President - [REDACTED]				\$ 363.24
Vice President - [REDACTED]				\$ 189.88
Account Director - [REDACTED]				\$ 170.89
Account Director [REDACTED]				\$ 141.18
Account Supervisor [REDACTED]				\$ 115.56
Digital Producer - [REDACTED]				\$ 107.32
Account Executive - [REDACTED]				\$ 66.04

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

Proposed rates are Government approved provisional indirect rates as outlined in the NICRA letter from our cognizant audit agency (NIH) dated 6/13/11. A copy of the letter can be provided upon request.

Rates are inclusive of fringe and overhead cost.

Attachment D Price Schedule

Southeast Institute of Research Labor Category & Name	Direct Actual Hourly Rate	Overhead Rate	Profit	Total Fixed Rate
Agency Principal - [REDACTED]				\$ 173.73
Research Professional - [REDACTED]				\$ 144.77
Research Professional - [REDACTED]				\$ 144.47
Administration - [REDACTED]				\$ 57.91

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

ATTACHMENT I

State Corporation Commission Form

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

is a corporation or other business entity with the following SCC identification number: S032554-0 -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):

Attachment K

Case Study: Union First Market Bank “Share the Love”



This report includes confidential and proprietary information.

spurrier
media group

Media Buy - Summary

- The goal for "Share the Love" was to incentivize the current UFMB fan base to actively recruit friends/family with a \$25 reward shared through email, Twitter and/or Facebook and to convert them to a customer by switching their banking services to Union First Market Bank.
- The media campaign placed to promote this campaign included:

Media	Description	SEPT'12			OCT'12			NOV'12			DEC'12			Gross					
		3	10	17/24	1	8	15	22	29	5	12	19	26		3	10	17	24	
PRINT	20 Virginia Dailies/Weeklies																	\$ 186,302	6-7 insertions, 1st 3 Sundays-ev other Sun after.
RADIO	:60 Spot																	\$ 104,799	Ric 7wk. 1100 TRPs 60/12 Fbg 6 wk. 540 TRPs, 43/10
OOH	Gas Pump Toppers																	\$ 10,177	15 stations : Harris, Winc, Williamsbg, York, Kilmarn, Tapp, Newp New:
OOH	1 Digital/ 2 Vinyls																	\$ 28,911	Ric 1 dig/2 Vnyl \$22k / Fred 2 Vnyl \$7000 /
CABLE	:15 Video/Audio Billboard																	\$ 31,998	Richmond, Charlottesville, Fredericksburg Comcast zones
Online	Search/Mobile/Display																	\$ 85,009	CPC, CPM, Search, Facebook, Mobile
																		\$ 447,196	



Digital - Summary

- Since this was a **social share** campaign, the “pay off” was all to be captured in the digital metrics.
- Spurrier Media and UFMB worked together to pixel and tag multiple pages within the UFMB site as well as all creative and search terms used to promote “Share the Love”.
- In addition to the “Share the Love” search, SMG also included additional branded terms and product terms which proved insightful as to how the consumer wants to engage with the brand.
- The digital campaign was comprised of both a display (outreach) and search (in-reach) campaign designed to:
 - Build awareness and to incentivize direct action
 - Drive traffic to search, leading our audience to landing page
 - Drive web traffic direct to the site



Digital - Summary

- The campaign generated over 42,000 clicks and 24 million impressions.
- The CPM and CPC were low for a granular geo-targeted campaign
- The CTR was double the industry average (.06 - .08%)
- The branded and product search terms secured good positions and excellent lead capture.
- We saw a high volume of post impression visits. This shows we were reaching the right audience with online branded impressions and gained considerable brand awareness.

Campaign Topline Snapshot

Union First Market Bank - Fall 2012 Campaign

Date of Report - 9/17 - 11/30/12

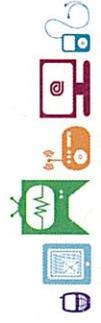
Media	Tactic	# of Total clicks	Impression	CTR	Total Budget	CPM	CPC	Average Position
Display	CPC	3,034	7,882,625	0.04	\$17,000	\$0.32	\$5.60	
	CPM	7,506	10,576,311	0.07	\$45,000	\$0.53	\$6.00	
Search		11,095	1,982,299		\$6,000			2-7 Spot
Facebook	Retargeting	108	418,876	0.03	\$5,000	\$0.29		
Mobile		20,975	3,357,450	0.62	\$12,000	\$0.32	\$0.57	
TOTAL		42,718	24,217,561	0.18	\$85,000	\$3.51	\$1.99	



Display - Key Deliverables

From the post click and post impression numbers below, you can see the consumer navigated primarily to the personal banking, personal checking and free checking areas, which shows the consumers areas of high interest, and the opportunity for future campaign messaging.

Site Measurement - Click Thru and View Thru		
Page	Post Click Visits After Clicking (30 day window)	Post Impression Visits After Seeing (7 day window)
cards	10	27
homepage	34,351	136,359
mortgages	42	303
personal_banking	3,907	33,116
personal_checking	595	3,131
personal_credit_card	61	161
personal_makeitmine	86	678
personal_services	19	48
personalfreechecking	327	1,098
services_rewards	111	669
TOTAL	39,509	175,590



Display - Key Deliverables

Facebook

- Small pool of people to retarget however, the campaign delivered 418,000 impression to people who visited the UFM site. Of those people who showed interest, 108 clicked on the FB ad.
- We continued to show our message to an already interested audience in a different manner and helped broaden our overall reach.

Mobile

- 3 million + saw the ad, delivering 20,000+ clicks and a .62% CTR which is a high number for this small screen placement.
- With .62% CTR the bank gained heavy exposure and clicks for a low cost, allowing additional awareness/branded impressions.
- Mobile generated very low eCPC and CPM and high CTR.



Search - Key Deliverables

- Overall, SEM campaign performed well. Adding in the branded and product groups of search terms and tagging all activity allows us to see what the consumers level of interest and engagement is with the brand.
- “Share the Love” generated an .01% CTR and it took 1.2 million people to see the ad to garner 158 clicks . . . this is an indicator that the promotion did not resonate, while more relevant ad groups yielded considerable interest.

Search - Ad Group Summary				
Media	Ad Group	# of Total clicks	Impression	CTR
Search	Brand	9,465	188,092	5.03
	Business	13	11,842	0.11
	Financial	85	30,483	0.28
	Mortgage	72	75,533	0.10
	Personal	1,302	443,077	0.29
	Share the Love	158	1,233,272	0.01
TOTAL		11,095	1,982,299	0.56



Search - Key Deliverables

- 22 out of 30 top keywords had a position in the top 5.
- Average position varies which is determined by the bid, most advertisers have their ads in the #1 position are generally overpaying for the clicks.
- Showing in #2 - #5 provides most value without overpaying.
- These search results are excellent considering the generic terms that ALL UFM competitors are bidding on.

Search - Keyword:	Ad Group	Keyword	# of Total clicks	Impression	CTR	Avg Position
	Brand	Union First Marke	4,707	53,162	8.85	1.04
	Brand	Union Bank	4,637	95,867	4.84	2.08
	Personal	banking	983	271,892	0.36	3.85
	Personal	online banking	65	20,349	0.32	4.18
	Personal	on line banking	59	18,965	0.31	4.4
	Financial	bank loans	43	4,109	1.05	5.41
	Personal	checking account	40	13,996	0.29	6.71
	Brand	VA banking	37	14,505	0.26	3.94
	Brand	VA banks	34	12,287	0.28	4.62
	Personal	banking online	28	13,646	0.21	4.26
	Personal	one banking	28	7,247	0.39	3.7
	Personal	personal banking	26	6,174	0.42	3.28
	Brand	Banks in VA	24	3,030	0.79	5
	Mortgage	ARM	19	24,861	0.08	3.1
	Brand	Banks in Virginia	12	2,740	0.44	4.44
	Mortgage	rates mortgage	11	9,500	0.12	5.26
	Mortgage	mortgage	9	7,903	0.11	4.75
	Brand	Virginia Banking	8	3,464	0.23	2.91
	Mortgage	VHDA	7	2,148	0.33	1.61
	Business	business banking	7	2,602	0.27	4.88
	Brand	Virginia Banks	6	3,037	0.20	4.31
	Mortgage	Union Mortgage G	6	283	2.12	1.86
	Personal	personal loans	6	855	0.70	7.61
	Personal	free checking	6	1,480	0.41	7.03
	Personal	free banking	5	1,575	0.32	4.69
	Financial	bank lending	4	759	0.53	4.51
	Financial	construction lend	3	142	2.11	7.08
	Mortgage	bank mortgage c	3	1,033	0.29	5.53
	Mortgage	Union Mortgage	3	933	0.32	4.19
	Financial	trusts	3	1,310	0.23	3.56
	TOTAL		10,829	599,854	0.53	

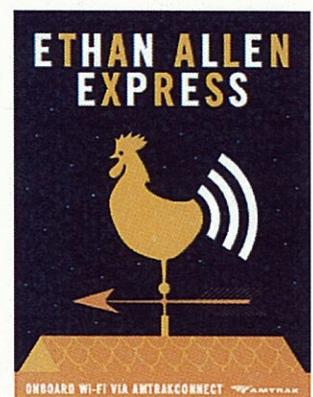
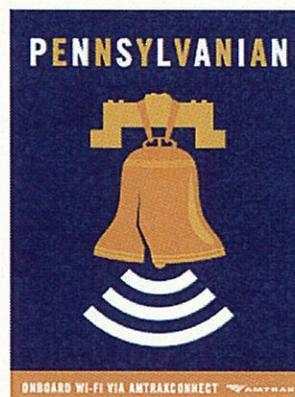
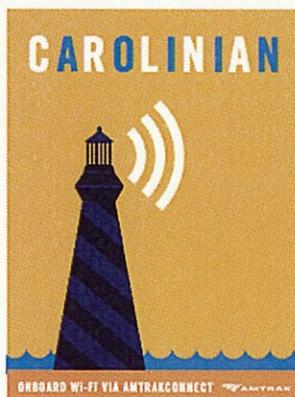
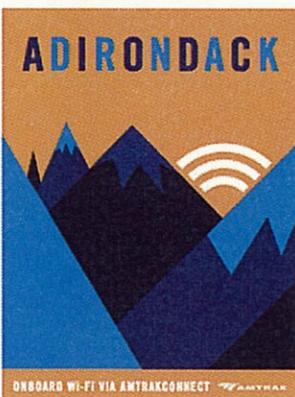
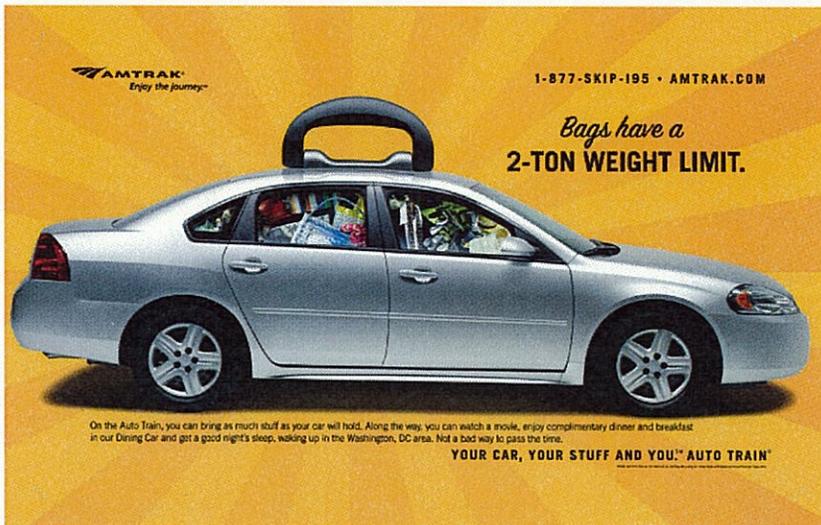
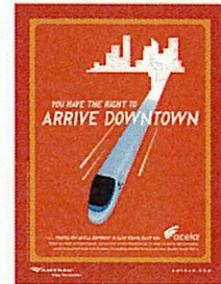
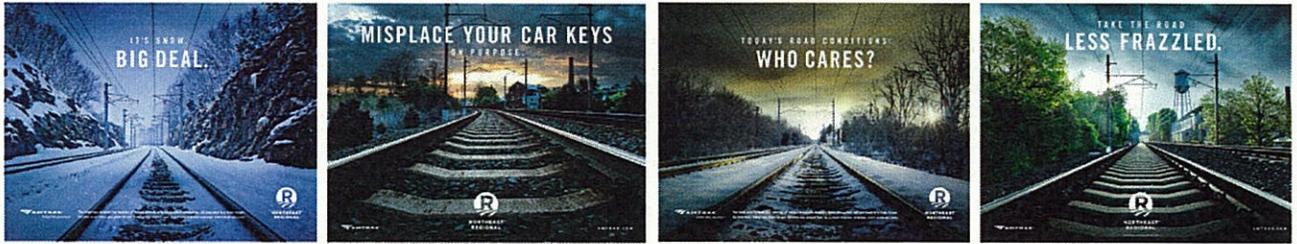


Take-aways and Recommendations

- The digital campaign metrics for Share the Love shows that even though the consumer wasn't interested in the call-to-action of the campaign, having the brand in the market place considerably increased site traffic.
- With the right offer, there is a base that can be converted.
- Based on the results of this tagged effort, we can **STRONGLY** recommend a consistent search campaign. That means 12 months a year.
- Continue to tag and pixel placements (landing page) when campaigns are active and key pages with in the site at all times.
- Determine KPIs up front so the team has a clear understanding of the goals and what metrics will measure success.
- Consider and a Union First Market Bank App.



CREATIVE WORK SAMPLES: Amtrak National



CREATIVE WORK SAMPLES: Virginia Museum of Fine Arts

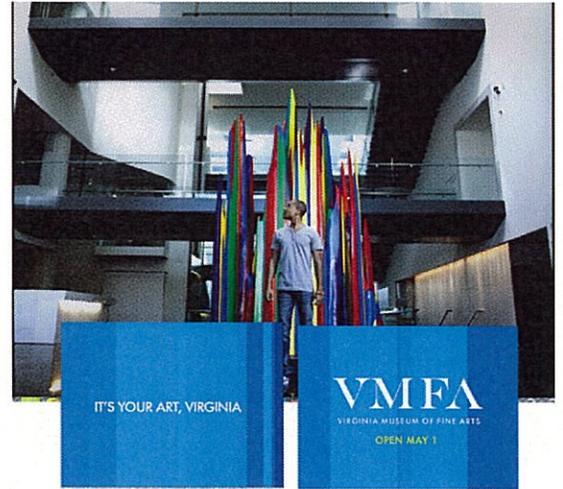


FREE DEGAS! VMFA
 Also: Renoir, Monet, and Van Gogh
 LEARN MORE

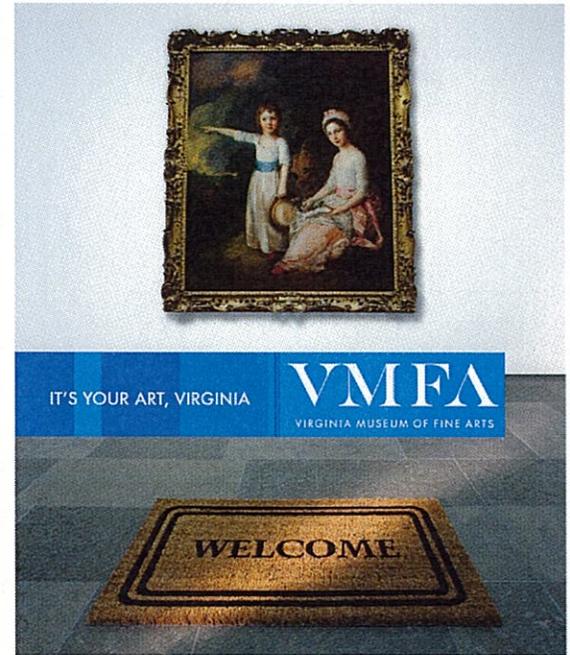


It's your art, Virginia VMFA
 We've transformed & expanded your museum. Grand Opening May 1.
 LEARN MORE

General admission always free



Come in WE'RE OPEN



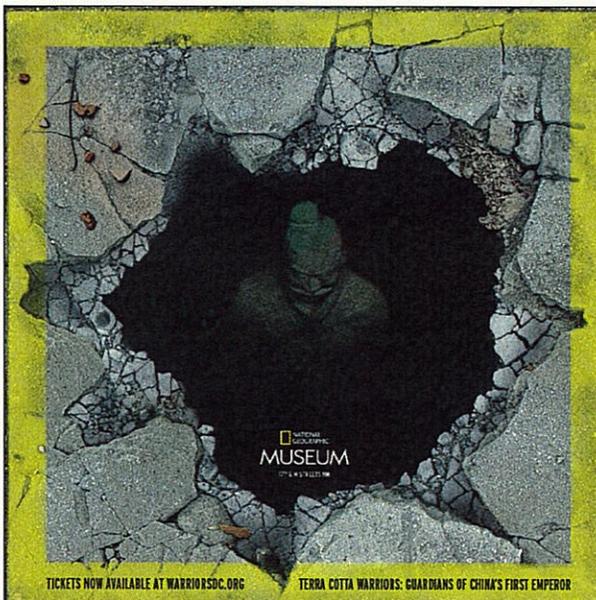
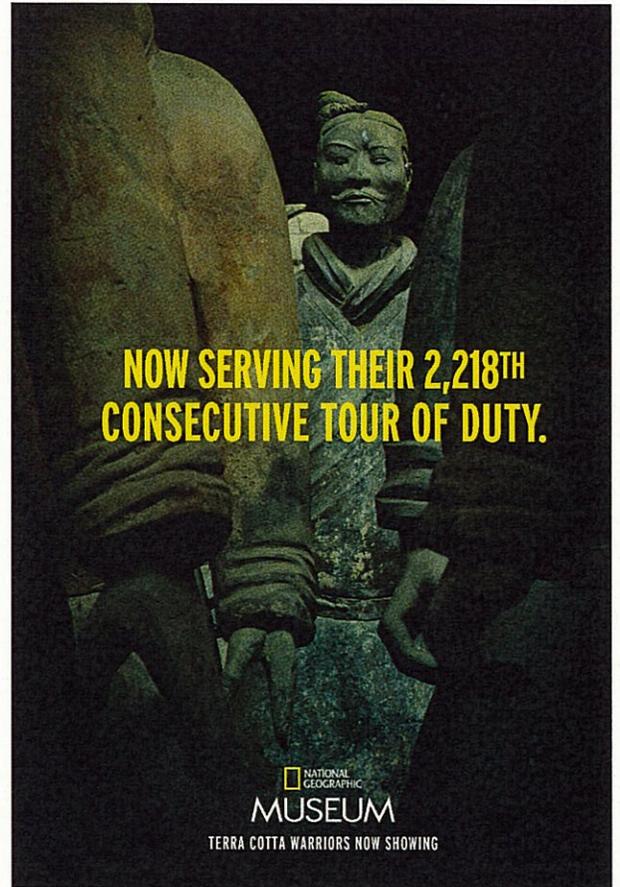
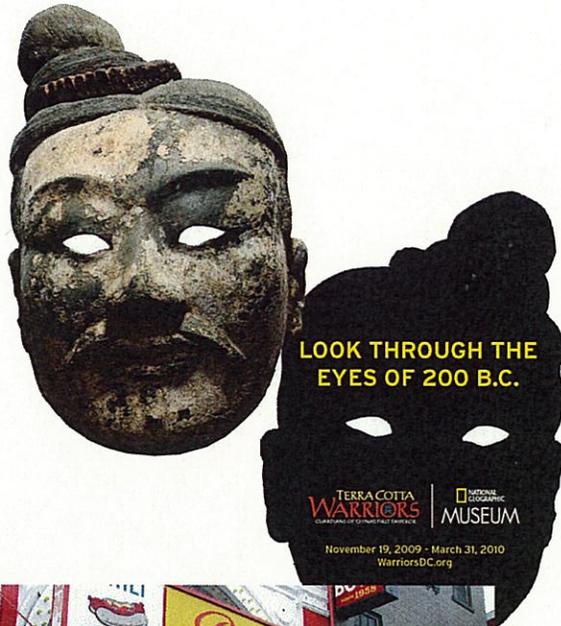
IT'S YOUR ART, VIRGINIA. VMFA VIRGINIA MUSEUM OF FINE ARTS

CORPORATE SPONSORS: MEDIA SPONSORS:

We create strategy and insight.
 The ads, tweets, stunts, banners, gigantic straws
 and microsites are just the fun part.

Virginia Museum of Fine Arts: It's your art, Virginia Campaign

CREATIVE WORK SAMPLES: National Geographic Museum – Terra Cotta Warriors



**HAVE COUNTRY SONGS
WRITTEN ABOUT YOU.**

GetTrucking.com
Take the wheel

THE ROAD IS CALLING.

GetTrucking.com
Take the wheel

Long-haul trucking is a great career with full benefits and excellent pay. And no matter how many roads you travel, no two are ever the same. **THE ROAD IS CALLING** **GetTrucking.com**

EVER SEEN PURPLE MOUNTAIN MAJESTIES?

**MY OFFICE HAS A BETTER
VIEW THAN YOURS**

THE ROAD IS CALLING **GetTrucking.com**

**NO ONE EVER WROTE A SONG
CALLED "MINIVANIN"**

THE ROAD IS CALLING **GetTrucking.com**

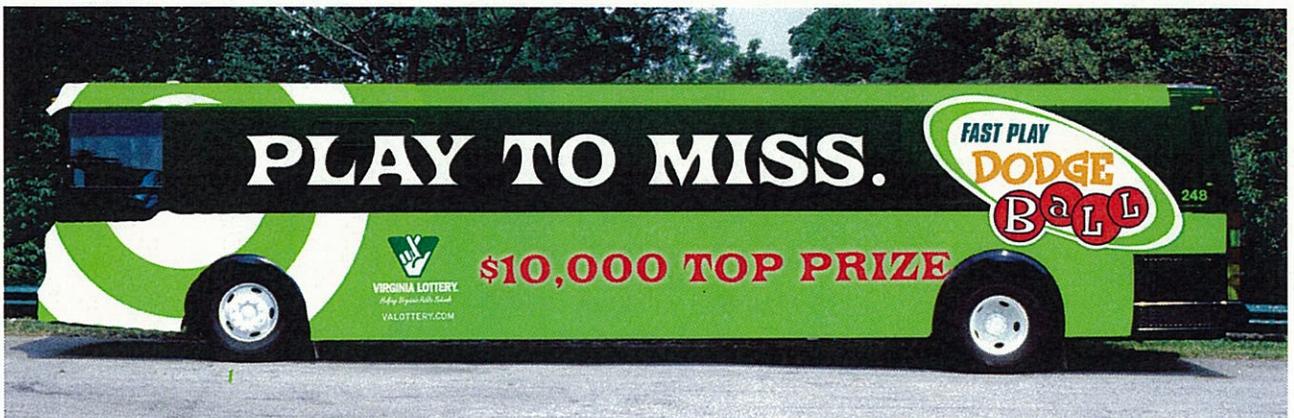


**0-60
IN AN INSTANT**

WIN A **CORVETTE**
OR **\$100,000**

+ ENTER THE 2ND CHANCE SWEEPSTAKES

odds of winning a Corvette 1 in 93,000; odds of winning top cash prize 1 in 1,127,200; odds of winning 2nd Chance Sweepstakes dependent upon number of entries received. Chevrolet, Corvette, the Dodge Ball Emblem and the word Dodge are registered trademarks used under license to GM Entertainment. © 2005 Virginia Lottery.



CREATIVE WORK SAMPLES: Choice Hotels International



Nusbaum, Ashley (DRPT)

From: Ingrid Vax [IVax@spurriermediagroup.com]
Sent: Monday, June 03, 2013 1:51 PM
To: Nusbaum, Ashley (DRPT)
Cc: Donna Spurrier
Subject: RE: 505-13-RR0002 Proposal Submission - Spurrier
Attachments: Attachment J SMG Certificate of Insurance.pdf

Hi Ashley,

My apologies for not including that information.

Attached please find a copy of Spurrier Media Group's Certificate of Liability Insurance (Attachment J as referenced in our RFP response). Please let me know if this meets with your approval.

We have contacted the Southeastern Institute of Research to obtain their rates. We'll get those to you shortly.

Please let me know if you need anything else. I can be reached at 540-760-1636.

Thank you,
Ingrid

Ingrid Vax
Director, Business Development and Agency Relations
Spurrier Media Group
ivax@spurriermediagroup.com
www.spurriermediagroup.com
540.760.1636 (M)
703.964.9979 (F)



From: Nusbaum, Ashley (DRPT) [mailto:ashley.nusbaum@drpt.virginia.gov]
Sent: Monday, June 03, 2013 12:59 PM
To: Ingrid Vax
Subject: 505-13-RR0002 Proposal Submission - Spurrier

Ingrid,

Please see the attached letter regarding your proposal for 505-13-RR00012 General Communications and Marketing Consultant Services. Please submit the requested information to me via email or regular mail at the address below by 12:00pm on Thursday, June 6, 2013. Please let me know if you have questions. Thanks.

Ashley Nusbaum
Financial Compliance & Procurement Analyst
Dept. of Rail and Public Transportation
600 E. Main Street, Suite 2102
Richmond, VA 23219
804-786-2890

6/4/2013

BUSINESS LIABILITY COVERAGE FORM

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

BUSINESS LIABILITY COVERAGE FORM

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.



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)

June 3, 2013

Ingrid Vax
Spurrier Media Group
140 Virginia Street
Suite 301
Richmond, VA 23219

RE: 505-13-RR0002: Contract for General Communications and Marketing
Consultant Services

Dear Ms. Vax:

The Department of Rail and Public Transportation reviewed your proposal for RFP 505-13-RR0002 Contract for General Communications and Marketing Consultant Services. The following document(s) is not included with the proposal.

- Insurance Documentation as defined in General Term and Condition #17 (Proposal references this as Attachment J, but that attachment is missing)
- Direct Hourly Rate, Overhead Rate and Profit for Southeast Institute of Research

Please send the document(s) to me at ashley.nusbaum@drpt.virginia.gov or 600 East Main Street, Suite 2102, Richmond, VA 23219. The document(s) must be received by noon on Thursday, June 6, 2013 or your proposal may be considered non-compliant.

Should you have any questions, please contact me at the email listed above or call 804-786-2890.

Thank You,

Ashley Nusbaum
Procurement Officer

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

Nusbaum, Ashley (DRPT)

From: Ingrid Vax [IVax@spurriermediagroup.com]
Sent: Monday, June 03, 2013 5:58 PM
To: Nusbaum, Ashley (DRPT)
Cc: Donna Spurrier
Subject: RE: 505-13-RR0002 Proposal Submission - Spurrier
Attachments: Attachment D Price Schedule - SIR Updated.xlsx

Hi Ashley,

Attached please find an updated pricing sheet (with the information you requested) for the Southeastern Institute of Research.

Please feel free to contact me if you need any additional information.

Thanks so much,
Ingrid

Ingrid Vax
Director, Business Development and Agency Relations
Spurrier Media Group
ivax@spurriermediagroup.com
www.spurriermediagroup.com
540.760.1636 (M)
703.964.9979 (F)



From: Nusbaum, Ashley (DRPT) [mailto:ashley.nusbaum@drpt.virginia.gov]
Sent: Monday, June 03, 2013 1:56 PM
To: Ingrid Vax
Cc: Donna Spurrier
Subject: RE: 505-13-RR0002 Proposal Submission - Spurrier

Thank you, Ingrid. That is what I need for the insurance requirement.

Ashley Nusbaum
Financial Compliance & Procurement Analyst
804-786-2890

From: Ingrid Vax [mailto:IVax@spurriermediagroup.com]
Sent: Monday, June 03, 2013 1:51 PM
To: Nusbaum, Ashley (DRPT)
Cc: Donna Spurrier

6/4/2013

Subject: RE: 505-13-RR0002 Proposal Submission - Spurrier

Hi Ashley,

My apologies for not including that information.

Attached please find a copy of Spurrier Media Group's Certificate of Liability Insurance (Attachment J as referenced in our RFP response). Please let me know if this meets with your approval.

We have contacted the Southeastern Institute of Research to obtain their rates. We'll get those to you shortly.

Please let me know if you need anything else. I can be reached at 540-760-1636.

Thank you,
Ingrid

Ingrid Vax
Director, Business Development and Agency Relations
Spurrier Media Group
ivax@spurriermediagroup.com
www.spurriermediagroup.com
540.760.1636 (M)
703.964.9979 (F)



From: Nusbaum, Ashley (DRPT) [<mailto:ashley.nusbaum@drpt.virginia.gov>]
Sent: Monday, June 03, 2013 12:59 PM
To: Ingrid Vax
Subject: 505-13-RR0002 Proposal Submission - Spurrier

Ingrid,

Please see the attached letter regarding your proposal for 505-13-RR00012 General Communications and Marketing Consultant Services. Please submit the requested information to me via email or regular mail at the address below by 12:00pm on Thursday, June 6, 2013. Please let me know if you have questions. Thanks.

Ashley Nusbaum
Financial Compliance & Procurement Analyst
Dept. of Rail and Public Transportation
600 E. Main Street, Suite 2102
Richmond, VA 23219
804-786-2890

6/4/2013

Attachment D Price Schedule

Southeast Institute of Research Labor Category & Name	Direct Actual Hourly Rate	Overhead Rate	Profit	Total Fixed Rate
Agency Principal - J. Martin				
Research Professional - K. Smith				
Research Professional - J. Judy				
Research Professional - R. Tallis				
Research Professional - G. Matlin				
Administration - S. Baker				
Administration - P. Stevens				

Initial rates submitted were blended by labor category.

Rates noted above are by personnel and are noted as direct rate plus overhead and profit as requested.

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

Nusbaum, Ashley (DRPT)

From: Ingrid Vax [IVax@spurriermediagroup.com]
Sent: Tuesday, June 11, 2013 3:49 PM
To: Nusbaum, Ashley (DRPT)
Cc: Donna Spurrier
Subject: Re: Further Information from Spurrier Media Group

Hi Ashley,

Thanks for getting back to us. Assuming the total contract value is still \$5 million, SIR's portion would be \$250,000 (5% of \$5 million. Please let me know if you need any additional information.

Thanks so much,
Ingrid

Ingrid Vax
Spurrier Media Group
540-760-1636

On Jun 11, 2013, at 3:28 PM, "Nusbaum, Ashley (DRPT)" <ashley.nusbaum@drpt.virginia.gov> wrote:

Donna,

I'm sorry for the delayed response. To be consistent with the RFP requirement, an estimate for a dollar amount is required. If you estimate 5% of the task orders issued may be appropriate for the sub, calculate 5% of the total estimate amount of the contract. Thanks.

Ashley Nusbaum
804-786-2890

From: Donna Spurrier [<mailto:DSpurrier@spurriermediagroup.com>]
Sent: Monday, June 10, 2013 6:56 PM
To: Nusbaum, Ashley (DRPT)
Cc: Ingrid Vax
Subject: Further Information from Spurrier Media Group
Importance: High

Hi Ashley,

We did not hear back from you so I am hopeful that you received everything you needed for our response. If not, PLEASE feel free to reach out to us for whatever you may require.

Thank you!

Donna

Donna Spurrier
President
Spurrier Media Group
140 Virginia Street
Suite 301
Richmond, VA 23219

804-698-6333
dspurrier@spurriermediagroup.com
www.spurriermediagroup.com

From: Ingrid Vax
Sent: Friday, June 07, 2013 3:31 PM
To: ashley.nusbaum@drpt.virginia.gov
Cc: Donna Spurrier; cdavis@spurriermediagroup.com
Subject: FW: Signed Addendum RFP - 505-13-RR0002
Importance: High

Hi Ashley,

Carol Davis forwarded me your email from this morning.

As part of our team, the Southeastern Institute of Research (SIR) – a SWAM Certified small business -- will be involved in all task orders where market research is indicated. We estimate that to be approximately 5% of the task orders indicated in your original RFP.

Can you please give me a call at 540-760-1636 with regard to the contract dollars question on the attached form? Since this is an IDIQ and we don't know what specific assignments might be awarded to different agency teams, I'm unclear as to how to project a spend level for SIR at this point. It will ultimately depend upon the scope of work we would be assigned as part of the IDIQ.

If you need more detail, we will provide that by noon on Tuesday. Please let me know.

Thanks so much and happy weekend,
Ingrid

Ingrid Vax
Director, Business Development and Agency Relations
Spurrier Media Group
ivax@spurriermediagroup.com
www.spurriermediagroup.com
540.760.1636 (M)
703.964.9979 (F)

<image002.jpg>

From: Nusbaum, Ashley (DRPT) [<mailto:ashley.nusbaum@drpt.virginia.gov>]
Sent: Friday, June 07, 2013 12:03 PM
To: Carol Davis
Subject: RE: Signed Addendum RFP - 505-13-RR0002

Carol,

Upon further review, I realized that the Attachment C – Small Business Subcontracting Plan in your proposal does have an estimated percentage under “Planned Involvement During Initial Period of the Contract” and a dollar amount under “Planned Contract Dollar During Initial Period of the Contract” as required in the RFP. Please send me this information by noon on Tuesday, June 11.

Thanks,

Ashley Nusbaum
804-786-2890

From: Carol Davis [<mailto:CDavis@spurriermediagroup.com>]
Sent: Wednesday, May 08, 2013 6:06 PM
To: Nusbaum, Ashley (DRPT)
Cc: Ingrid Vax
Subject: Signed Addendum RFP - 505-13-RR0002

Hi Ashley –

Please find attached the required signed addendum no. 1 for RFP 505-13-RR0002.

Thank you.

Carol

<image003.png>

Carol Davis
Sr. Media Manager
Spurrier Media Group

140 Virginia Street
Suite 301
Richmond, VA 23219
Phone: 804- 698-6333
Fax: 804- 698 - 6336

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

Ms. Donna Spurrier
Spurrier Media Group
140 Virginia Street, Suite 301
Richmond, Virginia 23219

Dear Ms. Spurrier:

Please find outlined below a summary of the contract terms negotiated between the Department of Rail and Public Transportation (DRPT) and Spurrier Media Group 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 Spurrier Media Group and subconsultants listed in the proposal. Spurrier Media Group agreed to lock in the rates without rate increases for the first three years of the contract.

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

- If a task order is issued to Spurrier Media Group for the development of the initial strategic plan, Spurrier Media Group will discount the rates for senior level staff for this service.
- If a task order is issued to Spurrier Media Group for media plans, 30% added value for contiguous paid media plans will be provided to DRPT.
- If requested, Spurrier Media Group will staff certain special events with interns / lower level staff for tasks that may include disbursing marketing materials. Spurrier Media Group will invoice DRPT a total fixed hourly rate under \$50 for these services as agreed upon on a case by case basis in the task order.

Please acknowledge acceptance by Spurrier Media Group 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

SPURRIER MEDIA GROUP

DEPARTMENT OF RAIL AND
PUBLIC TRANSPORTATION



Signature

Donna Spurrer

Printed Name

President

Title

7/18/13

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, DONNA SPURTIER a representative of SPURTIER Media Group
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.

Donna Spurtier
Signature

President
Title

July 2, 2013
Date

Nusbaum, Ashley (DRPT)

From: Donna Spurrier [DSpurrier@spurriermediagroup.com]
Sent: Friday, July 12, 2013 4:00 PM
To: Nusbaum, Ashley (DRPT)
Subject: Spurrier Media Group Revised Pricing 7-12-13
Attachments: copier1@spurriermediagroup.com_20130712_145508.pdf

Ashley,

I know you are anxious to move forward so I have spoken with the partners today and all have agreed to lower rates for the employees in question. Each has also agreed to a fix for 3 years with rate increase until option year 4. Attached please find a revised pricing spreadsheet with lowered rates in gray.

Thank you for the opportunity.

Donna

Donna Spurrier
President
Spurrier Media Group
140 Virginia Street
Suite 301
Richmond, VA 23219
804-698-6333
dspurrier@spurriermediagroup.com
www.spurriermediagroup.com



Ogilvy Public Relations



Rate Resubmission - 2

7/12/2013

Account Title	Employee	Direct Rate	Overhead	Profit	Fixed Rate
Spurrier Media Group			2.00	8%	
Executive Media Strategist					\$ 356.40
Account Supervisor					\$ 181.44
Traditional Media Planner					\$ 112.17
Account Manager - Senior Buyer					\$ 120.63
Digital Media Planner					\$ 106.30
Campaign Metrics Analyst					\$ 127.72
Media Research Coordinator					\$ 65.32
Media Billing Specialist					\$ 71.28
Billing Assistant					\$ 62.66
Smith Gifford			2.00	8%	
President					\$ 340.20
Management Supervisor					\$ 126.36
Account Manager					\$ 87.48
Assi. Account Manager					\$ 74.52
Business Affairs/Billing					\$ 45.36
Director of Social Media					\$ 152.28
Social Media Manager					\$ 55.08
Chief Creative Officer					\$ 340.20
Creative Director					\$ 212.22
Sr. Art Director					\$ 100.44
Jr. Art Director					\$ 64.80
Sr. Copywriter					\$ 136.08
Jr. Copywriter					\$ 55.08
Production Management					\$ 68.04
Digital Producer					\$ 126.36
Broadcast Producer					\$ 178.20
Editor					\$ 178.20

Ogilvy Public Relations	2.12	8%	
--------------------------------	------	----	--

Sr. Vice President		272.88
Account Director		167.78
Account Supervisor		113.46
Account Director		138.62
Executive Vice President		445.79
Digital Producer		105.37
Sr. Vice President		356.64
Vice President		186.43
Account Executive		64.84

Southeast Institute of Research	2.00	8%	
--	------	----	--

Principal		\$ 194.69
Research Professional		\$ 155.78
Research Professional		\$ 118.75
Research Professional		\$ 124.61
Research Professional		\$ 68.53
Administration		\$ 81.00
Administration		\$ 62.31