

OLD DOMINION UNIVERSITY STANDARD CONTRACT

Contract No. 08-221-0057-EAH

This contract entered into this 1st day of August, 2008 by Venture Tours, Inc. (hereinafter the "Contractor"), and Old Dominion University (hereinafter the "Client").

WITNESSETH that the Contractor and the Client, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES:

The Contractor shall provide to the Client, certain Charter Bus Services in accordance with the information and requirements contained in the original Request for Proposal #08-221-0057-EAH, the original response to same by the Contractor, and all negotiated changes accepted by the Client.

PERIOD OF PERFORMANCE:

From August 1, 2008 to June 30, 2010, with Four 1-Year Renewal Options.

COMPENSATION AND METHOD OF PAYMENT:

The Contractor shall be paid by the Client in accordance with the schedule of fees submitted in the original proposal and as detailed on Exhibit A.

CONTRACT AGREEMENT:

The Contract Documents shall consist of the following, all addenda being inclusive:

- (1) This signed form;
- (2) The attached purchasing description which consists of:
 - (a) The original Request for Proposal 08-221-0057-EAH, inclusive of all requirements, terms and conditions, and all addenda;
 - (b) Contractor's original response to same dated May 7, 2008, except to the extent that it has been amended to include modifications and changes to service delivery, as agreed to by the Client; and
 - (c) Contractor's "Fee Schedule", incorporated herein as *Exhibit A*.
- (3) Where this Agreement is silent, Contractor's response to the original Request for Proposal, any and all associated addenda, and all mutually agreed upon negotiated changes shall control over Client's original Request for Proposal.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:
Venture Tours, Inc.

CLIENT:
Old Dominion University

By : _____

By: _____
Harry R. Smithson, Jr., CPPO

Title: _____

Title: Assistant Director, Materiel Management

Date: _____

Date: _____

Charter Bus Services

08-221-0057-EAH-2

Exhibit A

VENTURE TOURS

VEHICLES	15 Passenger	36 standard Passenger	36 Passenger "Customized"	44/47 Passenger	55 Passenger
Mileage (loaded / live rate, per mile)	NA	\$3.08	\$3.83	\$3.39	\$3.83
Mileage (Unloaded / deadhead rate, per mile)	NA	\$2.89	\$2.89	\$2.89	\$2.89
Daily Rate	NA	\$675.00	\$990.00	\$810.00	\$990.00
Regular Hourly Fee	NA	NA	NA	NA	NA
Overnight Fee	NA	\$90.00	\$90.00	\$90.00	\$90.00
Late Arrival Hourly Fee	NA	\$45.00	\$45.00	\$45.00	\$45.00
* Shuttle Fee Per Mile	NA	NA	NA	NA	NA
Transport to/from Norfolk International Airport	NA	\$500.00	\$600.00	\$550.00	\$600.00
Transport to/from Newport News Airport	NA	\$550.00	\$650.00	\$600.00	\$650.00
List Any Other Applicable Fees	NA	Tolls, parking, permits	Tolls, parking, permits	Tolls, parking, permits	Tolls, parking, permits
Minimum Fee	NA	NA	NA	NA	NA

**OLD DOMINION UNIVERSITY
REQUEST FOR PROPOSAL
SEALED/UNSEALED - RFP #08-221-0057-EAH**

Title: Shuttle and Charter Bus Service

Issue Date: April 15, 2008

Pre-Proposal Conference Date: April 24, 2008, 10:00AM – Materiel Management Conference Room, Old Dominion University, Facilities Management Building, 4401 Powhatan Avenue, Norfolk VA 23529

Due Date and Time: May 8, 2008 – No later than 3:00 PM (mailed or hand delivered to the Issuing Agency)
Proposals time-stamped 3:01 will not be acceptable.

Commodity Code: 97544

Issuing Agency: Old Dominion University
Materiel Management, Suite 111
4401 Powhatan Avenue
Norfolk, Virginia 23529-0308

Period of Contract: July 1, 2008 through June 30, 2010 with four (4) optional one year renewals

Pre-proposal conference - Optional

A pre-proposal conference is scheduled for Thursday, April 24 at 10:00 am in the Materiel Management Conference room in the Facilities Management Building, Old Dominion University, 4401 Powhatan Avenue, Norfolk VA 23529. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

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

Visitor parking passes are required to park on campus and can be obtained from the University Multi-Level Parking Garage (at 43rd and Elkhorn Avenue) on the date of the visit, free of charge.

All inquiries for information regarding this Request for Proposal should be directed to Etta Henry, Procurement Officer II, Materiel Management (757) 683-5889 or ehenry@odu.edu.

In compliance with this Request for Proposal and to all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm: _____ Date: _____

By: _____
Signature

Name: _____
Typed or Printed (Name and Title)

Phone: _____

FEI/FIN #: _____ Fax #: _____

Are you registered with eVA? Yes No E-mail address: _____

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Shuttle and Charter Bus Service

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I. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals to establish a contract through competitive negotiations for full bus transportation service contract with one qualified firm that can provide its own mechanically sound fleet, supply and drivers necessary to operate the established bus routes and schedules provided by Old Dominion University.

II. BACKGROUND

A. Old Dominion University was founded in 1930 and is a state supported institution of higher education. The campus is located between the Lafayette and Elizabeth Rivers and consists of approximately 146 acres in the heart of Norfolk Virginia. The University is currently comprised of six colleges offering degrees in 64 baccalaureate programs, 66 masters programs and 22 doctoral programs.

The University currently enrolls approximately 20,000 students at its main campus and currently has housing facilities available for approximately 4,200 students. All of these numbers will change soon as new dormitory construction is currently in progress. Soon we will house over 6,000 students on campus. The University will have a football team, new academic and recreation buildings are being built and a new parking garage and game day building which is to open in August 2009. A robust, dependable shuttle system is required. The selected offeror must provide convenient and reliable service as this will be the primary method for getting around the campus. It is possible to have five buses running at one time. Three buses circulating around the campus and the other two servicing high demand areas and times. Flexibility and teamwork will be key to the success of the shuttle bus system.

B. Small, Women-Owned, Minority-Owned and Service Disabled Veteran Owned Business

Participation:

1. The University is committed to increasing participation of certified in the procurement process and contract awards. small businesses, woman-owned businesses, minority-owned businesses, and businesses owned by service disabled veterans. The University also encourages Contractors to provide for participation of small businesses, businesses owned by women and minorities, and businesses owned by disabled veterans through partnerships, joint ventures, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses, and plans for involvement on this contract are required. By submitting a response, Offeror's certify that all information provided in response to this Request for Proposal (RFP) is true and accurate. Failure to provide the information required by this RFP may ultimately result in response being deemed non-responsive, and ultimately rejected.
2. While it is the University's intent to enter into an exclusive agreement with one Contractor, whenever possible, all potential Offerors are encouraged to subcontract any applicable services by partnering with qualified Vendors that have also been certified as small, small woman-owned, small minority-owned, or service disabled veteran owned businesses through the Commonwealth of Virginia's Department of Minority Business Enterprise (DMBE).
3. Any Offeror that can qualify for certification through DMBE must do so prior to the award of any contract. The qualification information shall be evidenced by that information specified in the Offeror's completed and submitted W-9 form.
4. Offeror **that is a DMBE certified Vendor**, will not be required to participate in the **GCPay Program**.
5. Offeror **that does not qualify for DMBE certification** shall be required to participate in the **GCPay Program**. This program will assist the Offeror during the subcontractor "payment application" submittal and approval process. The **GCPay Program** will collect the (i) subcontract or name and FIN, (ii) payment information, (iii) DMBE certification information, and will then generate and submit to the University on a monthly basis BCOM's CO-12 form.

6. Offeror shall agree that when proposing subcontractors that **are not** certified through DMBE, it shall become the responsibility of the Offeror to ensure those proposed subcontractors become certified through DMBE, when applicable. Failure on the part of the Offeror to agree to this responsibility will result in response being deemed non-responsive and rejected. Prior to the issuance of any contract and/or purchase order, the successful Offeror shall provide support documentation to the University validating the efforts of the Offeror to get the proposed subcontractors certified. Should the Offeror fail to get certified through DMBE those proposed subcontractors that qualify, Offeror shall be deemed in "breach", and the contract and/or purchase order will be cancelled.
7. Selected Offeror that is already certified through DMBE, will still be encouraged to assist and promote the successful DMBE certification of any and all proposed subcontractors to be used during the performance of any subsequent contract.

III. STATEMENT OF NEEDS

A. GENERAL

The Contractor shall provide its own bus fleet in mechanically sound and reliable operating condition (to include heat and Air conditioning) to maintain established and new bus schedules and routes. Coaches shall be capable of seating 25 adults and shall have a professional appearance ethat will be in the taste with the University's image.

1. VENDOR shall have total responsibility for the bus fleet, including all cost to keep the buses in excellent operating condition and appearance.
2. Throughout contract term, van/bus/motorcoach shall be no more than five (5) years old. The University reserves the right to review all maintenance and inspection records.
3. VENDOR shall furnish labor, equipment, tools, materials and parts, as necessary, to provide both routine and emergency maintenance services on an "as needed" basis at its place of business. In addition, VENDOR shall provide emergency "on road" repairs as needed. For the purpose of this contract, "on road" repair is defined as necessary repairs to permit operation of the vehicle, if at all possible. Otherwise, towing must be arranged by VENDOR and a replacement bus supplied. Total response time for a down-vehicle to be repaired or replaced should be no greater than 30 minutes. All requests for emergency repairs will be requested by the vehicle driver. VENDOR must report all incidents of this type to the Director of Parking & Transportation Services immediately.
4. The bus route and schedule may change due to the usage and volume of the passengers.
5. VENDOR shall be liable for all vehicle costs including fuel, repairs, and preventive maintenance of the bus fleet and insurance. ODU shall pay no additional cost other than the price quoted for the full operation of all routes.
6. VENDOR shall provide all drivers to meet the state and federal requirements of the established ODU bus routes.
7. ODU reserves the right to inspect buses for current official inspection stickers.
8. VENDOR shall ensure that the buses shall be clean, serviceable, mechanically safe, equipped with a fire extinguisher, and have adequate heat and/or air conditioning. All buses shall meet all applicable Virginia State and/or city vehicle licensing, safety inspection, and insurance requirements. Any state or city decals, stickers and/or license plates shall be properly displayed on all buses and shall be current at all times. The carrier shall provide and exhibit any required licenses and certificates.
9. VENDOR shall provide a communication system, either radio or telephone, to notify VENDOR's home office that a bus has become inoperable and a replacement bus is required or to notify the police, fire department, ambulance, or any emergency authorities as necessary in case of an accident.

10. Bus interiors are to be neat and clean. Each bus shall have its unit number and driver's identification (name first & last) located overhead in the windshield area visible to the passengers.
11. Bus exteriors should be similar colors and design with unit numbers visible from the front and rear, for purposes of passenger recognition.
12. The route name must be displayed prominently on the front top of the exterior of the bus so it can be seen easily from at least fifty feet away.
13. ODU signage and logo should be displayed to identify each vehicle.
14. An area on each side of the bus should be made available to install removable/replaceable advertisement signs.
15. VENDOR's Personnel:
 - a. VENDOR shall maintain the staff of employees necessary for efficient operation and to meet all required schedules.
 - b. All services shall be performed by mechanics who are qualified through factory or other certified training to work on the specific make and model of vehicles to be repaired, and are supervised by VENDOR.
 - c. Workmanship: All repairs shall be accomplished in a professional workmanlike manner and shall be in accordance with the manufacturer's specifications and recommended procedures.
 - d. VENDOR shall provide expert administrative and personnel supervision to uphold established schedules and to consult with ODU on a monthly basis.
 - e. Personnel relations and performance of the employees on VENDOR's payroll shall be VENDOR's responsibility. However, the University reserves the right to request removal of any employee from ODU routes at any time during the contract year.
 - f. VENDOR's drivers are expected to have a positive, pleasant, and courteous attitude when providing service. The drivers must strive to maximize the ridership of the route to which they are assigned at all times.
 - g. All drivers shall wear identical company uniforms for proper identification purposes.
 - h. VENDOR shall provide training and development of personnel.
 - i. At the University's request, a random drug and alcohol test may be required at VENDOR's expense.
 - j. ODU is a smoke free campus therefore, at no time will smoking be allowed on or within 20 feet of a building or a shuttle bus.
16. The drivers assigned by VENDOR must meet the following minimum requirements:
 - a. Hold a valid Virginia Commercial Driver's License, with a "P" (passenger bus) endorsement.
 - b. Three years overall driving experience minimum.
 - c. One year of licensed commercial driving experience in Virginia with passenger-conveyance type vehicles seating 16 or more.

- d. VENDOR shall certify and have the responsibility for ensuring that operators have sufficient training and/or experience to operate the equipment used to service this contract and comply with all applicable state laws and regulations.
 - e. Driving record must reflect plus-points. At ODU request, the DMV record of each driver must be submitted.
 - f. Must meet all state and Federal laws and applicable regulation.
 - g. No conviction of driving under the influence of drugs or alcohol or driving while intoxicated, no assignment (voluntary or judicial) to the Virginia Alcohol Safety Awareness Program (VASAP), or an equivalent program within the past five years.
 - h. Meet physical requirement for commercial drivers as set forth by the U.S. Department of Transportation Federal Motor Carrier Safety standards, for local zone operations.
 - i. Hold certification of formal ADA training in the operation of specialized equipment for the mobility impaired including wheelchair lifts and related tiedowns.
 - j. At the University's request the DMV record and qualification of each driver must be made available for review. VENDOR must be able to document that employees have agreed to provide this information to the university in compliance with the Virginia Privacy Act.
17. All fines and/or violations incurred by VENDOR personnel while in performance of this contract, either on or off campus shall be the responsibility of the VENDOR.
18. Boarding and off loading procedures: VENDOR shall board and off load on "as demand basis" i.e., pick up passengers and drop off passengers at designated bus stops. There are existing stops and shelters along the proposed routes at which VENDOR is required to stop for boarding and off loading of passengers.
19. VENDOR shall maintain the established route and schedule requirements in a cost and time efficient manner. At the time of contract award, both parties must agree upon the schedule requirements. Any suggested alterations during the course of the contract must be approved in advance by the Director of Parking Services unless such deviations are necessary due to traffic congestion/accidents or natural disasters obstructing the road.
20. VENDOR shall ensure the operation schedules and maps are strictly adhered to regardless of delays, detours, frequent stops, additions and deletions, etc., encountered during the contract period. VENDOR should maintain a ten-minute headway of the scheduled time at all scheduled stops.
- a. ODU weekday route: VENDOR should provide bus service which should maintain the scheduled for the route between the hours of 07:30 through 23:30 Monday through Thursday.
 - b. ODU Friday route: VENDOR should provide bus service that should maintain the schedule for the route between the hours of 07:30 through 18:00 on Friday.
 - c. ODU weekend route: VENDOR should provide bus service which should maintain the schedule for the route between the hours of 18:00 through 23:00 on Thursday, last bus leaves downtown at 22:30, 18:00 through 02:00 on Friday & Saturday, last bus leaves down town at 1:30 and noon through 18:00 on Sunday last bus leaves down town at 17:30.
 - d. There will be no bus service during the summer class session, mid May through mid August, or any time the University is closed or not holding class. VENDOR shall contact the Director of Parking Services and/or Public Safety (683-4000) to verify if the University will be closed due to inclement weather.
21. VENDOR shall provide special on and off campus bus services to ODU departments upon request at the contracted price. The additional services requested will not affect the Shuttle Bus Services.

22. Vehicle Specifications for shuttle service:
- a. Vehicle size: VENDOR should provide new buses capable of transporting a minimum of twenty (20)-seated passengers. Due to turning radius in some areas on the bus routes, it is recommended that VENDOR use a bus with a maximum seating capacity of twenty-five (25).
 - b. Vehicle age: The vehicles for all routes shall be new with no more than five hundred (500) miles on the speedometer at time of contract award.
 - c. VENDOR should be able to provide commercial type vehicles that meet the ADA requirements to the mobility impaired including wheelchair lifts and related tiedowns.
 - d. Vehicle type: VENDOR should provide commercial type, i.e., designed and manufactured to transport people.
 - e. Vehicles for all routes, including replacement vehicles, should meet the following:
 1. Air conditioning equipment capable of providing an even temperature of 80 degrees or less throughout the bus.
 2. Heating system capable of providing an even temperature throughout the bus of not less than 65 degrees.
 3. Grab bars extending the full length of the bus and attached to the overhead on both sides of the bus.
 4. Stop signals that can be operated from all seating areas.
 5. Safety lines on the floor from the back of the drivers seat to the wind guard in front of the first seat and on the right side of the bus.
 6. Fire extinguisher on board with current inspection documentation.
 7. Automatic four-way flashers whenever the passenger doors are open.
 8. In addition to the above, charter buses to include video and restrooms.
23. Vehicle condition: VENDOR shall ensure that all buses provided for use in this contract are maintained in a clean, like new and safe operating condition at all times throughout the contract period. Individual components such as seat covers, windows, doors, floor runners, etc. should be repaired if damaged within five (5) working days after damage occurs.
- a. Daily cleaning: VENDOR shall maintain all buses in a clean condition and shall sweep clean, remove all trash and clean passenger seats whenever needed and at least daily. VENDOR shall also remove graffiti, chewing gum and stains. VENDOR may use University dumpsters to deposit trash.
 - b. Weekly cleaning: VENDOR shall maintain weekly, all inside and outside window surfaces in a clean condition free of dirt, grease and finger prints. VENDOR shall maintain the exterior of buses in a clean condition free of dirt, rust, grease, and body damage. VENDOR shall provide a schedule to identify when each bus will be cleaned.
24. VENDOR should maintain automated maintenance records for all equipment used during the contract period.
25. VENDOR shall provide a site/contract manager. The University anticipates that this site/contract manager will principally provide on-site supervision of personnel, coordination, and response to contingencies and QA monitoring. The site/contract manager will interface and communicate directly with the Director of Parking services.
26. Reporting and delivery requirements:
- a. VENDOR shall maintain and submit reports and summaries monthly to the Director of Parking & Transportation Services.
 - b. The report should include but not be limited to the accurate passenger counts on each route for each bus trip by hour, day, stop, and/or route. The report should sum the total number of riders for that day.
 - c. VENDOR shall report all accidents and incidents upon discovery to the Director of Parking services.
 - d. VENDOR shall provide periodic reports to the Director of Parking Services which include, but are not limited to the following:
 1. Vehicle scheduled maintenance reports.
 2. Vehicle fuel consumption/hour/mileage reports.
 3. Operating costs of vehicles per mile or per hour.

- e. VENDOR and the Director of Parking Services will develop a format and procedures for the reports.

LOT 2

VENDOR shall provide the requested van/buses/motorcoaches and drivers to transport students and faculty to off site locations for athletic competitions, departmental needs and in case of emergencies . During an emergency situation, drivers and buses will stay with the students and return them to the campus once the emergency is over. The University used four 50-passengers buses for our last evacuation.

IV. REPORTING AND DELIVERY REQUIREMENTS

UTILIZATION OF SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES: The following reports shall be submitted as indicated:

- A. Periodic Progress Reports/Invoices: The Contractor shall provide a report on involvement of small businesses and businesses owned by women and minorities on a quarterly basis to the Contract Officer. This report will specify the actual dollars contracted to be spent to date with such businesses, actual dollars expended to date with such businesses, and the total dollars planned to be contracted with such businesses on this contract. This information shall be provided separately for small businesses, women-owned businesses and minority businesses.
- B. Final Actual Involvement Report: The Contractor shall submit to the Contract Officer, within 10 days of contract completion, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, women-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value.

V. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendors* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the University purchasing office and is accessible on the Internet at www.odu.edu/procurement under "Information for Vendors."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **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 goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose shall be a cause for rejection of the proposal. Modification of or additions to any portion of the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the offeror withdraw or modify nonresponsive portions of a proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges

which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the University and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the University, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the University.

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

K. **PRECEDENCE OF TERMS:** Paragraphs A-J 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.

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

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

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the University.

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

1. The parties may agree in writing to modify the 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.

2. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. 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 *Purchasing Manual for Institutions of Higher Education and their Vendors*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.

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

Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

T. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.

3. Commercial General Liability - \$1,000,000 per occurrence. 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.

These coverage should include Garage Owner's Liability. Contracts with movers or truck transporters should also require motor carrier's liability. When in the judgment of a procurement officer, these limits and coverage are not warranted for the goods and services being procured, the Division of Risk Management should be contacted.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$30,000, as a result of this solicitation, the University will publicly post such notice on the Department of Materiel Management's request for proposals board for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Vendor.

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

- W. **NONDISCRIMINATION OF CONTRACTORS:** A offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the University has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The 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 Old Dominion University 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; failure to register will result in the proposal being rejected.
 - a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, Vendor catalog posting, on-line registration, and electronic bidding.

- b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. 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, and ability to research historical procurement data, as they become available.

VI. SPECIAL TERMS AND CONDITIONS

- A. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Old Dominion University will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **ASBESTOS**: Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
- C. **AUDIT**: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- D. **AUTHORIZED CONTRACT PARTICIPATION**: Under the authority of the Code of Virginia 2.2-4304. Cooperative Procurement, it is the intent of this solicitation and resulting contract(s) to allow for cooperative purchasing by only the Virginia Association of State College and University Purchasing Professionals (VASCUPP) and all other Commonwealth of Virginia public institutions of higher education (to include four-year, two-year and community colleges). Current VASCUPP institutions include: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Tech, Radford University and Virginia Commonwealth University. A list of all other Virginia Public Colleges and Universities is available at <http://www.ExploreVirginiaColleges.com/>. In addition, the lead-issuing institution may allow local governments, school boards and other agencies serving local governments in their region access to this contract(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. *The Contractor shall notify the lead-issuing institution in writing of any such institutions accessing the contract.* No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all VASCUPP members and public institutions accessing the Contract. Participating public *bodies* shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing *institution*. The lead-issuing *institution* shall not be held liable for any costs or damages incurred by any other participating public *body* as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any VASCUPP member, or public *body* and will not be considered in default of the Agreement no matter the circumstances.

Use of this contract(s) does not preclude any participating public body from using other contracts or competitive processes as required by law.

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

F. AWARD OF CONTRACT:

1. **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for proposal, including price, if so stated in the Request for proposal. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

L. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

M. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

N. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:**
By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: _____ Subcontractor Name: _____
License # _____ Type _____

O. DISCOUNTS

1. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The contractor shall extend any special educational or promotional sale prices or discounts immediately to the University during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

P. **EXTRA CHARGES NOT ALLOWED:** The proposal price shall be for complete installation ready for the University's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

Q. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time
Street or Box Number	RFP No.	
City, State, Zip Code	RFP Title	

Name of Contract/Purchase Officer or Buyer _____

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

BB. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the University or to failure of the University to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

GG. **LIMITATION OF LIABILITY:**

1. **LIMITATION OF LIABILITY:** To the maximum extent permitted by applicable law, the contractor's liability under this contract for loss or damages to government property caused by use of any defective or deficient supplies, products, equipment and/or services delivered under this contract shall not exceed the greater of \$_____ or _____ times the amount of money paid to the contractor under this contract during the twelve month period preceding the event or circumstance giving rise to such liability. The contractor will not be liable under this contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. The above limitation of liability is per incident. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.

JJ. **SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES SBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

1. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) businesses. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.
2. Each prime contractor who wins an award in which provision of a small, women or minority-owned (SWAM) procurement plan is a condition of the award, shall deliver to the contracting agency or institution, on or

before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate remedies may be assessed in lieu of withholding such payment.

KK. PREPROPOSAL CONFERENCE - MANDATORY/OPTIONAL:

1. **OPTIONAL PREPROPOSAL CONFERENCE:** An optional preproposal conference will be held on Thursday, April 24, 2008 at 10:00 am in the Materiel Management Conference Room, 4401 Powhatan Avenue. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

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

- LL. PREVENTIVE MAINTENANCE:** The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the contract period.

- MM. PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: CPI. Price adjustments may also be allowed if the Commonwealth institutes an eVA transaction fee to be paid by Vendors effective July 1, 2003. No price increases will be authorized for ___ calendar days after the effective date of the contract, except for the eVA transaction fee. Price escalation may be permitted only at the end of this period and each ___ days thereafter and only where verified to the satisfaction of the University. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University.

Contractor shall give not less than 30 days advance notice of any price increase to the University. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The University will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the University.

III. **REFERENCES:** Offerors shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

	<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

IV. **RENEWAL OF CONTRACT:**

1. **RENEWAL OF CONTRACT:** This contract may be renewed by the University for (one year)/(_____ successive one year periods) under the terms and conditions of the original contract except as stated in 1. and 2. below. Cost considerations may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

a. If the University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the **Consumer Price Index (CPI) for All Urban Wage Earner and Clerical Workers (CPI-W), All U.S. Items, for base period 1982-84=100, for the previous twelve (12) month period.**

b. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the **Consumer Price Index (CPI) for All Urban Wage Earners and Clerical Workers (CPI-W), All U.S. Items, for the base period 1982-84=100, for the previous twelve (12) month period.**

V. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the University the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

VI. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the University's satisfaction at the contractor's expense.

VII. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for Vendors to conduct business with state agencies and public bodies.

Failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your proposal/offer or terminate this contract for default.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.

b. Provide an electronic catalog (price list) or index page catalog for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can

be accessed and downloaded from www.eva.state.va.us. Contractors should e-mail Catalog or Index Page information to eva-catalog-manager@dgs.state.va.us.

IX. EVALUATION AND AWARD CRITERIA:

A. EVALUATION CRITERIA

Proposals shall be evaluated by Old Dominion University using the following criteria:

1. Experience
2. Capability and Skill
3. Responsiveness
4. Costs
5. Small, Women-Owned, and Minority-Owned Business Participation Plan.

B. AWARD OF CONTRACT:

1. **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for proposal, including price, if so stated in the Request for proposal. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the University shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The University may cancel this Request for proposal 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, § 11-65D*). Should the University determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

X. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. General Requirements:

1. In order to be considered for selection, Offerors must submit a complete response to this RFP. One original and 7 copies of each proposal must be submitted to the Issuing Agency. No other distribution of the proposal shall be made by the Offeror.
2. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be included.
3. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the University requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the University. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
4. All proposals shall be received and time stamped in the Issuing Office no later than the Closing Date and Time shown on the cover page of this Request for Proposal. Any proposal received after the specified date and time shall not be considered and shall be returned unopened to the Offeror.
5. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding explanation session only and does not include negotiation. The Issuing State agency will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted.
6. An Offeror receiving a Request for Proposal from a source other than the Issuing Office should contact the Issuing Office to become an Offeror of record before submitting a proposal.
7. All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women owned businesses and minority-owned businesses must be submitted. If an offeror fails to submit all information requested the Issuing agency may require prompt submission of missing information after the receipt of Vendor proposals.
8. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposals should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
9. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Freedom of Information Act; however, the Offeror must invoke the protections of Section 11-52D of the Code of Virginia, in writing either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices

and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

B. Specific Requirements:

Offerors are required to submit the following items as a complete proposal:

1. The return of the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Complete Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.
3. A written narrative statement to include how the Offeror plans on accomplishing the work in the Statement of Needs, as follows:
 - a. Experience - The expertise of staff assigned, the number of staff assigned, qualifications and areas of expertise of those designated. Resumes of key personnel that will be servicing this contract shall be included. List any sub-contractors to be employed and their credentials. Experience in providing the services described herein.
 - b. Capability and Skill - The Offeror's capability and skill to perform the services stated in the proposal, including references. List current accounts on the Contractor Data Sheet and lost accounts on the Contractor Data Sheet.
 - c. Responsiveness - The degree to which the Offeror has responded to the purpose and scope of services -- e.g., services to be provided, additional information to be provided, flexibility of the proposal to meet the University's needs. Approach to providing services described herein.
 - d. Costs - The fees charged by the Offeror for providing the services in the proposal.
 - e. Small, Women-Owned, and Minority-Owned Participation Plan - It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The University encourages Contractors to provide for participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract are required. By submitting a proposal, Offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in rejection of the proposal.
4. Other Information to be Provided:

Describe the firm's scope of proposed services and the approach used to deliver these services. The approach should address the following items:

 - a. Quality Customer Service - Describe how service orientation and culture will be developed through training programs, recognition events and other employee focused development initiatives.
 - b. Vehicle Maintenance and Garaging - Provide detailed information relative to the preventive and acute maintenance plans for all vehicles. Additionally, provide approach for the garaging, fueling, cleaning, and security of the vehicles.
 - c. Project Management and Reporting - Describe experience which demonstrates ability to operate a variety of transportation services. Address the administrative and personnel supervision capabilities of supervisory and management staff to include structure necessary to uphold established schedules and standards of service and ensure contract compliance. Provide details for on-site program supervision for the University's

Shuttle Bus Service. Acknowledge ability to provide reports and documentation as required in the "Statement of Needs."

- d. Special Bus Services - Describe the firm's approach to providing special bus services to ODU department upon request. Plan should include notification time required by the Contractor to provide the additional service.
- e. Describe the firm's experience in providing similar services. Information provided should include, but is not limited to the following:
- f. Experience in at least three (3) similar accounts, including types of projects, scope of services, name and address of account and current phone number and contact person.
- g. Names, qualifications, and experience of personnel to be assigned to the project and the resumes of key personnel to be assigned to the project.
- h. Type of equipment owned and operated
- i. Provide the insurance information as stated
- j. Describe the firm's standards for operator selection. Detail all established driver training and development programs including frequency of each. Address the company's standards of operator conduct and disciplinary procedures. Finally describe the company's program to ensure all operator licenses remain current.

XI. METHOD OF PAYMENT

The Contractor shall invoice the College per trip in the amount due for services rendered. The College will pay net 30 days.

XII. ATTACHMENTS

ATTACHMENT A	CONTRACTOR DATA SHEET
ATTACHMENT B	CONFLICT OF INTEREST STATEMENT
ATTACHMENT C	OFFEROR'S SWAM HISTORY
ATTACHMENT D	OFFEROR'S SWAM PLANS

QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.

Indicate the length of time you have been in business providing this type of service. _____ Years _____ Months

Provide a list of current references, either University, Educational Institutions, and/or other companies that your firm is servicing. Include the length of service, dollar volume, year contract was entered into, and the name and address of the person the State has your permission to contact. Such listing shall be comprehensive of your firm's entire customer base and can be formatted as follows:

CURRENT ACCOUNTS:

Account Name, Address & Phone #	Length of Service	\$ Volume/Year
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LOST ACCOUNTS:

Account Name, Address & Phone #	Length of Service	\$ Volume/Year
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Ensure that the solicitation is thoroughly read and completed. Complete, sign and return the information requested below with your proposal. FAILURE TO FURNISH THIS DATA MAY RESULT IN DECLARING YOUR PROPOSAL NON-RESPONSIVE.

NAME: _____

ADDRESS: _____

CITY/STATE: _____

TELEPHONE NUMBER: _____

RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:

IS ANY MEMBER OF THE FIRM AN EMPLOYEE OF THE COMMONWEALTH OF VIRGINIA WHO HAS A PERSONAL INTEREST IN THIS CONTRACT PURSUANT TO THE CODE OF VIRGINIA, SECTION 2.1-639.1 - 639.24?

YES NO

IF YES, EXPLAIN:

SIGNATURE OF OFFEROR

DATE

ATTACHMENT C

List women-owned, minority-owned, or small businesses with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data is available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: **FROM:** _____ **TO:**

Firm Name	Firm Address	Firm Phone Number	Contact Person	Type of Business	Type of Goods or Services	Dollar Amounts	% Total Expenditures for Goods & Services

* Indicate W - if women-owned, M - minority-owned, or S - small business.

XI. PRICING SCHEDULE

DELIVERY: State your earliest **firm** delivery date or performance date: _____. This date may be a factor in making the award.

LOT 1 – Parking and Transportation Services Shuttles

Month	# of hours	# of days buses operate	Cost @ hourly rate (with ADA Requirements)	# of buses needed	Cost for proposed # of buses with ADA Requirements
August	75	5			
September	315	21			
October	360	24			
November	285	19			
December	150	10			
January	225	15			
February	285	19			
March	330	22			
April	315	21			
May	90	6			
Total	2430	162			

LOT 2

Cost for additional bus services for on and off campus at the request of ODU Departments.

VEHICLES	15 Passenger	22 Passenger	36 Passenger "Customized"	44/47 Passenger	55 Passenger
Mileage (loaded / live rate, per mile)					
Mileage (Unloaded / deadhead rate, per mile)					
Daily Rate					
Regular Hourly Fee					
Overnight Fee					
Late Arrival Hourly Fee					
* Shuttle Fee Per Mile					
Transport to/from Norfolk International Airport					
Transport to/from Newport News Airport					
List Any Other Applicable Fees					
Mininum Fee					

*Shuttle Fee – Fee for extra and/or side trips – (example – restaurants, shopping malls/stores, sight seeing, etc)

**Please list any additional fees that would apply.

Pricing Scenarios: Actual Offeror pricing will be inserted into the following scenarios so that the University may evaluate all Offeror pricing fairly and accurately.

Scenario 1:

A one day trip from Norfolk VA to Fairfax VA, departing at 8:00 am, returning to the University at 4:00pm. 300 live loaded miles from Norfolk to Fairfax and return X \$ _____ (live rate) = \$ _____
 Driver Charge: \$ _____/hour X 8 hours = \$ _____
TOTAL CHARGES THIS TRIP: \$ _____

Scenario 2:

An overnight trip to Durham NC, departing June 1 at 7:00am, returning to the University the June 2 at 1:00 pm (30 hours)
 June 1 - \$ _____
 June 2 \$ _____
TOTAL CHARGES THIS TRIP \$ _____

ATTACHMENT F: SAMPLE SCHEDULES

CHEER, DANCE, BAND

3/7-9	Richmond, VA	3
3/14-15	Newark, DE	2
3/29-30	Greensboro, NC	2
Need (1) 56 passenger charter bus per trip, approx 3-4 trips per year.		

BASEBALL CHARTER BUS

2/15-18	Myrtle Beach, SC	4
2/20	Farmville, VA	1
3/8-11	Harrisonburg, VA	2
3/14	Richmond, VA	1
3/29-4/1	in Boston, MA	4
4/3	Norfolk, VA	1
4/6-8	Richmond, VA	3
4/18	Greenville, NC	1
5/4-6	Fairfax, VA	3
5/15	Lexington, VA	1
5/17-19	Williamsburg, VA	3
5/23-26	Wilmington, NC	4
Need (1) 56 passenger charter bus per trip. Approximately 13-16 games in spring (Feb-May)		

MEN'S BASKETBALL CHARTER BUS

11/17&18	Clemson, SC	2
11/17-18	in Clemson, SC	2
11/21-25	in Las Vegas, NV	5
11/30-12/2	Atlanta, GA	3
12/17-19	Richmond, VA	3
12/20-23	in Rock Hill, SC	4
12/28-30	in Birmingham, AL	3
1/8-9	Towson, MD	2
1/11-12	Newark, DE	2
1/22-23	Fairfax, VA	2
1/26	Williamsburg, VA	1
2/5-7	in Boston, MA	3
2/16	Richmond, VA	1
2/19-20	Harrisonburg, VA	2
2/29-3/1	Wilmington, VA	2
3/6-8	Richmond, VA	3
3/22-23	Charlottesville, VA	2
Need (1) "customized" charter bus - seats approximately 36. Approximately 15-18 games from November -March. Occasionally use sleeper bus for 1 day trips with late return.		

ATTACHMENT F: SAMPLE SCHEDULES - Continued

WOMEN'S BASKETBALL CHARTER BUS

11/12-13	Greenville, NC	2
11/23-24	Harrisonburg, VA	2
12/4-6	Boston MA	3
12/4-6	in Knoxville, TN	2
12/27-28	in Lexington, KY	2
12/29-30	in Nashville, TN	2
1/5-6	in Atlanta, GA	2
1/8-9	Wilmington, NC	2
1/20	Williamsburg, VA	1
1/23-25	in Boston, MA	3
1/27	Newark, DE	1
2/6-7	Fairfax, VA	2
2/16-17	Towson, MD	2
2/20-21	Richmond, VA	2
3/1-2	Harrisonburg, VA	2
3/13-16	Newark, DE	4
3/22-24	from Va. Beach to Norfolk	3
3/28-30	Greensboro, NC	2

Need (1) "customized" charter bus - seats approximately 36.
 Approximately 15-18 games from November -March. Occaissionally use sleeper bus for 1 day trips with late return.

FIELD HOCKEY CHARTER BUS

9/13-16	Chapel Hill & Durham, NC	3
9/27-30	Towson, MD & Newark, DE	3
10/11-12	College Park, MD	2
10/19-21	Harrisonburg, VA & Richmond, VA	3
11/8-10	Beltsville, MD	2

Need (1) "customized" charter bus - seats approximately 36.
 Approximately 5-9 trips from August-November. Occaissionally use sleeper bus for 1 day trips with late return.

FOOTBALL RECRUITING MINI BUS

12/8	Norfolk, VA	6 to 8 hours
12/15	Norfolk, VA	6 to 8 hours
1/12	Norfolk, VA	6 to 8 hours
1/19	Norfolk, VA	6 to 8 hours
1/26	Norfolk, VA	6 to 8 hours
2/2	Norfolk, VA	6 to 8 hours

Need 1 mini bus. Approximately 5-7 weekends @ 5-7 hours each
 November - February).

ATTACHMENT F: SAMPLE SCHEDULES - Continued

LACROSSE

3/10-11	Baltimore, MD	2
3/23-25	Philadelphia, PA & Newark, NJ	3
4/12-14	Baltimore, MD & Newark, DE	3
4/18-19	Harrisonburg, VA	2
3/13-14	Chapel Hill, NC	2
5/2-6	Uniondale, NY	5

Need (1) 46 passenger charter bus. Approximately 6-9 trips March - May.

MEN'S SOCCER CHARTER BUS

8/25	Washington, DC	1
8/30-9/2	Chapel Hill, NC	3
9/6-9	Univ. Park, PA	4
9/18-19	College Park, MD	2
10/19-21	Fairfax, VA & Towson, MD	3
10/25-27	Wilmington, NC	3
11/1-4	Newark, DE & Philadelphia, PA	4
11/8	Williamsburg, VA	1
11/27-29	in Providence, RI	3

Need (1) 46 passenger charter bus. Approximately 6-9 trips August - November.

WOMEN'S SOCCER CHARTER BUS

8/25	Washington, DC	1
9/7	Greenville, NC	1
9/13-15	Raleigh, NC & Lynchburg, VA	3
9/20-21	Teaneck, NJ	2
10/4-5	in Boston, MA	2
10/12-14	Richmond, VA & Harrisonburg, VA	3
10/27-28	in Atlanta, GA	2

Need (1) 46 passenger charter bus. Approximately 6-9 trips August - November.

MEN'S & WOMEN'S SWIMMING CHARTER BUS

10/13	Harrisonburg, VA & Washington, DC	1
10/20	Towson, MD	1
11/9-10	Wilmington, NC	2
11/16-18	Davidson, NC	3
12/1	Washington, DC	1
12/14-23	Coral Springs, FL	9
1/18-19	Charleston, SC	2
1/26	Fairfax, VA	1
2/26-3/1	Fairfax, VA	5

Need (1) 46 passenger charter bus. Approximately 8-12 trips August - March.

ATTACHMENT F: SAMPLE SCHEDULES - Continued

MEN'S GOLF

15 passenger van needed for Fall (Sept- Nov)

15 passenger van needed for Spring (March - May)

WOMEN'S CREW-TEAM TRAVEL

Need (2) 46 passenger busses. Approximately 10-12 trips per year.

WOMEN'S CREW - SHUTTLE SERVICE

Shuttle for 40-60 athletes (may include 2 roundtrips)

Tentative schedule Monday-Friday 5:30-8:30am & Saturday 7:30-10:30am) Location: Lakewood Park - 4 miles from campus (approx 15 minutes roundtrip)

FOOTBALL - TEAM TRAVEL (beginning Fall 2009)

Needs (2) 56 passenger charter buses

Approximately 5-6 trips from August -November

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER(S) AND CERTIFICATION

Substitute Form W-9 (Revised August, 2007). Please FAX this form as soon as possible to (757) 683-4812

Please Print or Type:

Legal Name:
Trade Name:
Check appropriate box <input type="checkbox"/> Individual/ Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Government Agency <input type="checkbox"/> Other _____ <input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt, or suite no)
City, State and ZIP Code
List account number(s) here (optional)

PART I	Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. For individuals, this is your social security number SSN. However, for resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2. <i>Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.</i>	
Social security number	
- -	
or	
Employer identification number	
- -	

PART II	Certification
----------------	----------------------

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (Or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien)

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

2. Signature of U.S. Person: _____ Date: _____

NOT PART OF W-9. REQUIRED FOR REPORTING PURPOSES ONLY. PLEASE COMPLETE

Is your organization (association, club, religious, charitable, educational, Or other group) tax exempt under IRS Code Section 501(a)?	<input type="checkbox"/> YES or <input type="checkbox"/> NO
Are you a Real Estate Agent?	<input type="checkbox"/> YES or <input type="checkbox"/> NO
Is your business a *DMBE Certified Women Owned Business (WB)?	<input type="checkbox"/> YES or <input type="checkbox"/> NO
Is your business a *DMBE Certified Small Business (SB)?	<input type="checkbox"/> YES or <input type="checkbox"/> NO
Is your business a *DMBE Certified Minority Business (MB)?	<input type="checkbox"/> YES or <input type="checkbox"/> NO
<input type="checkbox"/> African American	<input type="checkbox"/> Hispanic American
<input type="checkbox"/> Native American	<input type="checkbox"/> Asian-Pacific American
<input type="checkbox"/> Subcontinent-Asian American	<input type="checkbox"/> Other _____

*DMBE = The Commonwealth of Virginia Department of Minority Business Enterprise @www.dmbv.virginia.gov

PLEASE PRINT:

Contact Person: _____ Title: _____
 Contact Phone: _____ Contact Fax: _____

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called backup withholding. Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not due to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the persons or entity whose number you enter in Part 1 of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Legal Name" line. You may enter your business, trade, or doing business as (DBA) name on the "Trade Name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Legal Name" line. Enter the LLC's name on the "Trade Name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Legal Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Trade Name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an **LLC that is disregarded as an entity** separate from its owner (see **Limited liability company LLC** above), and are owned by an individual, enter your SSN (or pre-LLC EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II - Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding above**.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. Other payments include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or

distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

7. Privacy Act Notice

Section 6109 of the Internal revenue code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30W% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account, or if combined funds, the first individual on the account 1 The minor 2
3. Custodian account of a minor (Uniform Gift to Minor Act)	The grantor-trustee 1
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not	The actual owner 1
a. legal or valid trust under state law 5. Sole proprietorship	The owner 3
For this type of account:	Give name and EIN of:
6. Sole Proprietorship	The owner 3
7. A valid trust, estate, or pension trust	Legal entity 4
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The partnership
10. Partnership	The broker or nominee
11. A broker or registered nominee	The public entity
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	

¹ List first and circle the name of the person whose number you furnish. **If only one person on a joint account** has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or DBA name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title).

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

VENTURE TOURS

VEHICLES	15 Passenger	36 standard Passenger	36 Passenger "Customized"	44/47 Passenger	55 Passenger
Mileage (loaded / live rate, per mile)	NA	3.08	3.83	3.39	3.83
Mileage (Unloaded / deadhead rate, per mile)	NA	2.89	2.89	2.89	2.89
Daily Rate	NA	675	990	810	990
Regular Hourly Fee	NA	NA	NA	NA	NA
Overnight Fee	NA	90	90	90	90
Late Arrival Hourly Fee	NA	45	45	45	45
* Shuttle Fee Per Mile	NA	NA	NA	NA	NA
Transport to/from Norfolk International Airport	NA	500	600	550	600
Transport to/from Newport News Airport	NA	550	650	600	650
List Any Other Applicable Fees	NA	Tolls, parking, permits	Tolls, parking, permits	Tolls, parking, permits	Tolls, parking, permits
Mininum Fee	NA	NA	NA	NA	NA