



Jamestown-Yorktown Foundation

P.O. Box 1607, Williamsburg, Virginia 23187-1607

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REQUEST FOR PROPOSALS RFP# 16-425-022

Issue Date: December 17, 2015
Title: *National Public Relations Services*
Commodity Code: 91501, 91503, 91807, 91826
Issuing Agency: Commonwealth of Virginia
 Jamestown-Yorktown Foundation
 Attn: Erika Allen, VCO, VCA
 P. O. Box 1607
 Williamsburg, VA 23187-1607

Direct all questions for information to Erika Allen at erika.allen@jvf.virginia.gov and submit by **January 14, 2016 at 5:00 PM.**

Sealed proposals will be received until 2:00 p.m. sharp Eastern Time, February 15, 2016 for furnishing the goods/services described herein.

It is the responsibility of the Offeror to ensure proper delivery of the proposals. The **Offeror shall identify on the OUTSIDE OF THE ENVELOPE with the RFP Number and Closing Date and Time.** The Agency will NOT accept emailed, faxed or late proposals.

HAND-DELIVER PROPOSALS TO: Jamestown-Yorktown Foundation Attn: Erika Allen 200 Hawk's Nest Drive Williamsburg, VA 23185 National Public Relations Services RFP# 16-425-022	OR	MAIL PROPOSALS TO: Jamestown-Yorktown Foundation Attn: Erika Allen 200 Hawk's Nest Drive Williamsburg, VA 23185 National Public Relations Services RFP# 16-425-022
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The undersigned hereby offers and agrees to furnish all services in accordance with the attached signed proposal and the mandatory requirements outlined herein, or as mutually agreed upon through subsequent negotiations.

Name:	Date:
Address:	Signed:
	Print Name:
SCC ID #:	Title:
TAX ID #:	Telephone
E-mail:	Fax:
SWaM Certified: ___ S ___ W ___ M ___ O	

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

Table of Contents

PURPOSE	3
BACKGROUND	3
STATEMENT OF NEEDS	5
PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS	8
EVALUATION AND AWARD CRITERIA	12
GENERAL TERMS AND CONDITIONS	12
SPECIAL TERMS AND CONDITIONS	20
METHOD OF PAYMENT	26
PRICING SCHEDULE	27
ATTACHMENT A	29
ATTACHMENT B	30
ATTACHMENT C	31

1. PURPOSE: The purpose and intent of this sealed Request for Proposals (RFP) is to establish a contract through competitive negotiation with one (1) qualified offeror, hereinafter referred to as Contractor, to plan, coordinate, implement and administer a national and regional public relations campaign as specified herein.

1.1. Definitions

- A. Agency** shall mean the Jamestown-Yorktown Foundation (JYF), an agency of the Commonwealth of Virginia, which administers Jamestown Settlement and the Yorktown Victory Center (YVC). The Yorktown Victory Center will become the American Revolution Museum at Yorktown (ARM@Y) in late 2016.
- B. Contractor** shall mean the person, firm or corporation named as such in the agreement and includes the plural number and the feminine gender when such are named in the agreement as the Contractor.
- C. Subcontractor** shall mean only those having a direct contact with the Contractor and it includes one who furnishes material worked to a special design but does not include one who merely furnishes material so not worked.
- D. Notice** shall mean all written notices, demands, instructions, claims, approvals and disapprovals required to obtain compliance with the contract requirement. Any written notice by either party of the contract shall be sufficiently given if delivered to, or at the last known business address of, the person, firm or corporation constituting the party to the contract, or to his, their or its authorized agent, representative, or officer, or when enclosed in a postage prepaid envelope addressed to such last known business and deposited in a United States mailbox.

1.2. Supplier Diversity Policy Statement: The Agency encourages the competition and participation of small businesses, women-owned businesses and minority-owned businesses that are DSBSD-certified in this RFP. All are encouraged to participate. The Commonwealth encourages offerors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities.

2. BACKGROUND:

2.1. Agency Background

Jamestown Settlement is the Agency's living-history museum that interprets the cultures of 17th-century colonial Jamestown, America's first permanent English settlement. The site tells the story of 17th-century Virginia, from the arrival of English colonists in 1607 to the cultural encounters and events that planted the seeds of a new nation utilizing film, gallery exhibits and outdoor living history.

Currently referred to as the Yorktown Victory Center, the American Revolution Museum at Yorktown will interpret, through both indoor and outdoor exhibits, the impact of the American Revolution on the people living in the colonies and the development of the new nation. The site consists of a new 22,000 square foot museum facility including gift shops, café, classrooms, and exhibit space and two outdoor living history areas. The permanent exhibit galleries and revitalization of the outdoor living history areas are currently under construction. The names American Revolution Museum at Yorktown and the Yorktown Victory Center may be used interchangeably in different documents during a transitional period lasting until late 2016.

In addition to site-specific advertising, the Agency has advertising resources invested in cooperative advertising partnerships that promote the entire Williamsburg area destination and museum-specific advertising in support markets.

The Agency is also preparing for a major commemoration in 2019, which will commemorate four landmark Virginia events in 1619 - the first legislative assembly, the arrival of the first documented Africans, the recruitment of women for colonization and the observance of a Thanksgiving service.

2.2. Project Background

- A.** The Jamestown-Yorktown Foundation (JYF) is seeking proposals from public relations firms with significant national experience in travel and tourism to plan, coordinate, implement and administer a national and regional public relations campaign to generate earned media to introduce the American Revolution Museum at Yorktown. The American Revolution Museum at Yorktown will have a grand opening in 2017. JYF also operates Jamestown Settlement museum and anticipates companion messaging on this museum and a combination ticket in public relations efforts.
- B.** JYF is searching for a firm that will work with the JYF staff as a partner; has experience managing grand openings for tourism entities; has excellent creative development skills and can provide high quality results in a cost-effective manner. Earned media desired includes television, radio, newspaper and magazine print and digital placements, including social media. Services desired include planning and implementing off-site press events and on-site media trips.
- C.** JYF's media relations staff will collaborate with firm to coordinate national, regional and state media releases and provide photography and video content. JYF staff will invite Virginia contacts, including Associated Press to visit the new museum; and support on-site press visits and off-site events for national and regional media.

3. STATEMENT OF NEEDS

3.1. Requirements

- A.** The Contractor shall be a public relations firm with significant national experience in travel and tourism to plan, coordinate, implement and administer a national and regional public relations campaign to generate earned media to introduce the American Revolution Museum at Yorktown.
- B.** In partnership with JYF's Marketing Team, the Contractor shall:
1. Develop a strategic plan to reach national and regional media in major media markets and in the thirteen original colonies/states to support the opening of the American Revolution Museum at Yorktown and include companion museum, Jamestown Settlement and outline additional related goals.
 2. Serve as a full-service public relations agency to assist JYF's broader marketing efforts.
 3. Develop story angles and media pitches that highlight the many components of the new museum, themes of the grand opening and Jamestown Settlement.
 4. Secure broadcast placements and feature articles in JYF's primary visitor-origin markets – New York, Philadelphia/Pennsylvania, Washington DC/Baltimore/Maryland, North Carolina/Raleigh-Durham, Florida, California, Ohio, Texas and Atlanta. Generate earned media related to programs directed to the thirteen original states, Delaware, Pennsylvania, New Jersey, Georgia, Connecticut, Massachusetts, Maryland, South Carolina, New Hampshire, Virginia/JYF staff, New York, North Carolina and Rhode Island, as well as Washington, DC.
 5. Secure bylined stories in a minimum of 5 top-circulation newspapers and online media, such as *Washington Post*, *New York Times*, *Chicago Tribune*, *Boston Globe*, *Atlanta Journal-Constitution* and *Huffington Post*.
 6. Identify and target national publications including *Parade Magazine*, *USA Today Life*, *Smithsonian* and *Southern Living*, with significant circulation for placement.
 7. Secure placements/mentions on broadcast television outlets, such as C-SPAN's *American Artifacts*, *Public Broadcasting News Hour (TV)*, *Fox & Friends* and *All Things Considered (radio)*.
 8. Evaluate opportunities on national morning news programs, such as *ABC's Good Morning America*, *NBC's Today*, and *CBS Sunday Morning*.
 9. Work with JYF staff to identify and coordinate interviews with curators, historians and agency executive director to promote key messages and themes surrounding the new museum.
 10. Develop additional elements of social media campaign to enhance existing Facebook, Pinterest, Instagram and Twitter and increase reach of electronic newsletters.
 11. Represent JYF at media showcases in New York, Washington DC, Philadelphia, Charlotte NC and other locations, at possible antiques show in Rhode Island and Delaware, and support JYF staff on existing sponsorships, such as the Society of American Travel Writers.
 12. Collaborate with Williamsburg Area Destination Marketing Committee and Virginia Tourism Corporation public relations firms as possible to ensure inclusion in their

- public relations efforts, including joint work on a sweepstakes contest for a family vacation to attend the grand opening.
13. Serve as point of contact for reactive media inquiries and assist with vetting potential journalists' interest in an onsite visit.
 14. Secure travel media and general press coverage through encouraging on-site trips to the new museum and Jamestown Settlement. Existing photography and video footage is available.
 15. Partner with JYF in-house and digital media buyer to coordinate messaging and maximize value of cooperative and added-value advertising and/or earned media placements.
 16. Support JYF staff through in-person meetings, conference calls and presenting at board and committee meetings as needed.
 17. Provide monthly reports with written analyses that measure campaign results and track media coverage of the opening of the American Revolution Museum at Yorktown. (JYF currently uses Burrelles Luce to track museum-related placements.)
 18. Perform all necessary services related to the successful development and execution of the national and regional public relations strategy.
 19. Remain available to provide public relations services, including for 2019 special event, through 2019. (Additional fees per project would be based on fees quoted in the RFP response.)
 20. National firms responding to this RFP also may bid on RFPs for Virginia Regional/Local Media Promotions Planning and Implementation Services for Hampton Roads RFP#16-425-020 and Virginia Regional/Local Media Promotions Planning and Implementation Services for Richmond-Fredericksburg Area RFP#16-425-021.

C. The Contractor shall have previous experience:

1. Managing PR for highly visible tourism museum, attraction and/or travel product.
2. Providing and/or arranging for an aggressive media outreach, story development, and placement through extensive media contacts.
3. Demonstrated success in by-line stories in top circulation newspapers, such as *Washington Post*, *New York Times*, *The Wall Street Journal* and *Huffington Post*, and major market broadcast feature and news program placements.
4. Arranging and coordinating press trips for visiting journalists, including travel trade, and plan and implement off-site events to reach national and regional journalists.
5. Representing other tourism clients at media showcases in New York, Washington DC and Philadelphia and other locations and supporting JYF staff on existing sponsorships, such as the Society of American Travel Writers.
6. Managing social media campaign as part of public relations plan.

D. Agency's initial annual goals are:

1. Placement of by-line feature stories about the museum components, technology and outdoor living-history areas and scheduled opening events with an AP source and in at least five major publications in the key markets listed above or online outlets.
2. Placement of feature on two national broadcast programs and inclusion on several national market news programs.

3. Placement of media messaging to meet additional targets outlined in the national public relations strategic plan developed by firm as part of this project.
4. Earned media coverage in each of the thirteen original colonies to support Grand Opening event in spring 2017.
5. Raise awareness of the new American Revolution Museum at Yorktown through earned media placements in key markets as identified.

E. Ownership of Materials

1. All proposals become the property of the Jamestown-Yorktown Foundation upon receipt. JYF shall have the right to use adaptations of any ideas contained in proposals received in response to this RFP.
2. JYF owns all rights to all work created during this contract.

F. The Contractor shall coordinate with Agency staff to schedule any necessary meetings. The Contractor shall be responsible for recording meeting minutes and submitting them via email to designated Agency staff for approval within ten (10) days of the meeting's conclusion.

G. The Contractor shall warrant that all personnel including sub-contractor(s) personnel assigned to this project have passed a current criminal background and sex registry offender checks in accordance with Agency requirements.

H. The Contractor and sub-contractor(s) must confirm that personnel assigned to work on this project are free from any conflict of interest with the Agency prior to assignment to this project. Offeror shall identify any actual or perceived conflict of interest of Offeror or any subcontractor of Offeror with regard to the Project as defined by the State and Local Conflict of Interests Act (2.2-3100 et seq.) and the Ethics in Public Contracting provisions of the VPPA (2.2-4367 et seq.). Prior to starting work on the project, all assigned personnel must sign a Non-Disclosure form and submit to the Procurement Officer.

I. Conflict of Interest

1. **Firms under active contract and performing work for Colonial Williamsburg, Williamsburg Area Destination Marketing Committee, Virginia Tourism Corporation, Busch Gardens and the Museum of the American Revolution are not eligible to respond to this solicitation.**

J. Proposed Timeline

1. RFP released by December 18, 2015; responses due February 15, 2016
2. JYF staff review of all RFP respondents between February 22-March 20, 2016
3. Possible Oral presentations with top firm(s), if conducted Board members may participate – anticipated to be between April 11-20, 2016
4. Anticipate to award contract by April 28, 2016.

K. Payment Schedule

1. Payment schedule shall be tied to key deliverables and will be finalized during negotiations prior to contract award. Contractor shall provide a proper invoice for each milestone set in the finalized payment schedule.

2. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to acceptance of any work under this contract.

3.2 Deliverables

- A. Agency will hold kickoff meeting with Contractor by **May 6, 2016**, unless the Agency in its sole discretion decides to modify the meeting date or there is an unforeseen delay in the proposed timeline.
- B. National and regional media strategic plan shall be submitted for Agency approval by **June 17, 2016**.
- C. Contractor and Agency agree on core Story Angles and Media Pitches to highlight components of new museum and themes of the grand opening by **June 30, 2016**.
- D. Monthly Report(s)-written analyses that measure promotions program results and track programs for the soft and grand openings of the American Revolution Museum at Yorktown.
- E. Elements for social media campaign submitted for Agency approval by **July 29, 2016**.
- F. Term of two (2) years with two (2) renewal options of one (1)-year each.

5. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

5.1. Preparation

- A. In order to be considered for selection, offerors must submit a complete response to this RFP.
 1. Contractor shall **mail five (5) signed copies of the proposal** to the Procurement Officer each in a three-ring binder in a single loose-leaf volume and **mark one (1) of the copies as the ORIGINAL**.
 2. One redacted copy may be submitted by the offeror.
 3. No other distribution of the proposals shall be made by the offeror.
- B. 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 Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. **Proposals that are substantially incomplete or lack key information may be rejected by the Agency at its discretion.** Each proposal will be independently evaluated by members of a committee, thus any attachments or sample portfolios must be submitted with each copy. **Offerors who submit less than the required number of copies and submittals will not be considered.**
- C. Any addenda that may be issued to clarify this project must be signed and included with the proposals.

- D. Proposals should be prepared economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Proposals should be as thorough and detailed as possible so that the Agency may properly evaluate your capabilities to provide the required services.
- E. All pages of the proposal should be numbered. The proposal should reference the corresponding section(s) of the RFP. Proposals shall identify the following information: the Name of Offeror, Due Date & Time, Address, RFP# and RFP Title, and name of buyer as outlined on cover page of this solicitation. Response Page Count shall not exceed 50 pages (25 double-sided sheets or 50 single-sided sheets, 8.5x11); cover page, any addenda, required attachments are excluded from the page count.
- F. Ownership of all data, materials, and documentation originated and prepared for the state pursuant to the RFP shall belong exclusively to the state and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the offeror must invoke the protections of 11-52D of the Code of Virginia, in writing, 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. **Offeror may submit a REDACTED copy**, marked as such, to invoke the protections of 11-52D of the Code of Virginia. 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.
- G. Oral Presentation: Offerors who submit a proposal in response to the RFP may be required to give an oral presentation of their proposal to the Agency. This will provide an opportunity for the offeror to clarify or elaborate in the proposal but in no way change the original proposal. This is a fact-finding and explanation session only and does not include negotiations. The Agency will schedule the time and location of these presentations. Oral presentations are an option of the Agency and may not be conducted. Therefore, proposals should be complete.

5.2. Submission

- A. Using the Statement of Needs in Section 3, Offerors shall prepare their response in the order outlined below, with **tabbed sections** for ease of identification and review. Proposals that are not organized in this manner risk elimination from consideration or receiving a lower score if the evaluators are unable to find where the RFP requirements are specifically addressed. The response shall consist of the sections/tabs listed below with cover page:
 - 1. **Tab 1: Table of Contents**
 - a. The Offeror's response shall have a Table of Contents referencing the response contents by tab to the appropriate pages. Information the offeror desires to present that does not fall

within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material or appendices.

2. **Tab 2: Project Understanding, Approach and Methodology**

- a. Project Understanding-The Contractor shall prepare a written narrative statement that includes the Contractor's understanding of the work to be performed under the contract, and the Contractor's understanding of needs of this contract. The Offeror shall demonstrate its understanding of the Agency's business needs and briefly describe their knowledge and understanding of the American Revolution Museum at Yorktown and Jamestown Settlement. Cite current examples within three (3) years that have great equity or potential for media coverage.
- b. Approach/Methodology – Describe the Contractor's overall approach to accomplishing the tasks described in Section 3 – STATEMENT OF NEEDS. Demonstrate understanding of requirements and overall tourism industry and meet the STATEMENT OF NEEDS within timeline given.
 - i. Briefly describe your knowledge and understanding of the American Revolution Museum at Yorktown and Jamestown Settlement and how national public relations will support broad communication and awareness goals. Cite select travel examples within last three years that have great equity or potential as PR opportunities for the opening of the American Revolution Museum at Yorktown.
 - ii. What key areas of focus would you recommend for positioning of the new museum in digital advertising, on the historyisfun.org website and through social media?
 - iii. How will you maintain strategic direction and manage aggressive, proactive promotions programs in order to sustain visibility of the new museum and Jamestown Settlement to reach desired audiences for greatest success?

4. **Tab 3: Offeror Qualifications and Portfolio**

- a. Offerors must demonstrate that they have the expertise, experience, personnel and resources necessary to meet the requirements of the work. The offeror is advised to submit any information, which documents successful and reliable experience to meet the needs of the Agency. A concise, but thorough, description of relevant experience for each individual of the proposed project team is desired. **Not doing so may result in rejection or a lower score on your proposal.** Such information must include, but is not limited to:
 - Provide samples of press releases/pitches demonstrating strong writing techniques and travel-related national public relations for the previous three years.
 - Examples of Public Relations campaigns on similar projects implemented in the last three years.
 - What is the method by which you measure the results and successes of your promotions programs? Please provide examples.

- Provide favorable and relevant Reference Letters from three current and three former clients within last three years. The Agency will verify the reference letters of the top offeror prior to award. Please provide an email address for person listed on Reference Letter for verification purposes.
 - Name and address of main office and any branch offices; year established and the proposed office that will handle this account.
 - Primary proposed team to manage account with responsibilities and contact information, including senior members.
 - Management and/or key personnel biographies or resumes; credentials or resumes of key subcontractors.
 - Brief summary of company background/history.
 - Number of and locations of employees.
 - Any current or outstanding cases brought against the company by clients within the past five years. If NOT applicable, then please state in your proposal. If applicable, failure to supply this information will result in rejection of your proposal upon verification.
 - Percentage of overall business that is tourism related.
 - Quick overview of services and capabilities.
 - Key resources applicable to the work described in this RFP; i.e., work completed in house versus out sourced.
 - Awards/accolades and special certifications.
- b. Capacity to Perform Work-Offeror must demonstrate that its staff size and current workload will not interfere with its capabilities to meet the requirements of the work.

5. Tab 4: Required Attachments

- a. Completed Contractor data sheet-Attachment A, Completed State Corporation Commission Form-Attachment B, any addenda and Applicable Certificate(s) of Insurance and Attachment C-Small Business Subcontracting Plan.

6. Tab 5: Cost Proposal

- a. Provide an estimate of your fees on the pricing sheet; breakout by the categories on the Pricing Schedule.

6. EVALUATION AND AWARD CRITERIA

6.1. Evaluation of Proposals. The Agency's committee shall evaluate proposals using the following criteria. **(total points 100)**

A. Project Approach and Methodology (35 points)

- Written Narrative that demonstrates understanding of project (25 Points)
 - Understanding and knowledge of JYF's existing brand and promotions ideas proposed to build new brand awareness regionally for American Revolution Museum at Yorktown and Jamestown Settlement.
- Approach/Methodology (10 points)
 - Proposed strategies and tactics are on target with the Scope of Work outlined.

B. Offeror Qualifications and Portfolio (35 points)

- Senior account manager assigned to account and level of experience of team who will assist in managing JYF account; reference letters (10 points)
- Demonstrated previous experience developing and implementing strategic national public relations services in the Travel and Tourism sector. (15 points)
- Company Profile-number of years in business, specifically in tourism, services offered customer satisfaction etc. and capacity to perform work-size of staff and current workload etc. (10 points)

C. Small Business Participation (20 points)

- Use of microbusinesses and small businesses owned by women and minorities that are **(SWaM-certified)** as consultants, subcontractors, suppliers or support services, **see Attachment C-Small Business Subcontracting Plan.**

D. Cost Proposal (10 points)

- Cost estimate for all proposed work outlined on the Pricing Schedule

6.2. Rejection of Proposals. The Agency reserves the right to reject any or all proposals received. Non-acceptance of a proposal means that one or more others were deemed more advantageous to the Agency or that all proposals were rejected.

7. GENERAL TERMS AND CONDITIONS

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

7.2. Applicable Laws and Courts. This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

7.3. Anti-Discrimination. By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis 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 A and B below apply:

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

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

B. The 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.

7.4. Ethics in Public Contracting. By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any

kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

7.5. Immigration Reform and Control Act of 1986. By 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.

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

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

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

7.9. 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.

7.10. Payment.

A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual contractors), or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. 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.

3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, 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 that 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).

B. To Subcontractors:

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

Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be

withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

7.11. Precedence of Terms. The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

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

7.13. Testing and Inspection. The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

7.14. Assignment of Contract. A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

7.15. Changes to the Contract. Changes can be made to the contract in any of the following ways:

- A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- B. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- 1. By mutual agreement between the parties in writing; or

2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

7.16. 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.

7.17. 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.

7.18. Use of Brand Names. Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

7.19. Transportation and Packaging. By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity

7.20. Insurance. By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. 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 this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

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.
4. Automobile Liability - \$1,000,000 per occurrence

7.21. 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 purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

7.22. 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.

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

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

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

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

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

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order

is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

7.25. Availability of Funds. It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

7.26. Set Asides. This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro business or small businesses this include DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of proposals.

7.27. Bid Price Currency. Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

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

8. SPECIAL TERMS AND CONDITIONS

8.1. Audit. The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

8.2. Award. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole

discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

8.3. Termination for Convenience. Agency may terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, without penalty, upon not less than sixty (60) days prior written notice at any time for any reason ("Termination for Convenience"). Upon termination, the Agency shall have no future liability except for services rendered by Contractor prior to the termination date. The Contractor may terminate the resulting contract period upon 60 days written notice to the Agency. Any contract termination notice shall not relieve the Contractor of the obligation to provide services in progress prior to the effective date of termination.

8.4. Termination for Breach or Default. Agency shall have the right to terminate this contract, in whole or in part, or any order issued hereunder, in whole or in part, for breach and/or default of Contractor ("Termination for Breach" or "Termination for Default"). The Contractor shall be deemed in breach and/or default in the event that Contractor fails to meet any material obligation set forth in this contract or in any order issued hereunder.

If Agency deems the Contractor to be in breach and/or default, Agency shall issue a "Notice of Cure" identifying the failure/nonperformance and providing Contractor fifteen (15) days to cure the failure/nonperformance. If Contractor fails to answer the Notice of Cure, or does not correct the deficiencies noted, Agency may immediately terminate this contract or any order issued hereunder, in whole or in part. Such termination shall be deemed a Termination for Breach or a Termination for Default.

Upon Termination for Breach or Termination for Default, neither the Commonwealth nor Agency shall have any future liability except for services rendered by Contractor and accepted by Agency prior to the termination date. Contractor shall refund any monies paid by Agency for such for any services not rendered by Contractor.

Additionally, the Contractor shall be required to pay additional costs incurred when hiring another contractor to complete the work.

The failure of Agency to exercise its right to terminate for breach and/or default under this provision shall not be construed as a waiver of its right to terminate for breach and/or default, rescind or revoke this contract or any order issued hereunder in the event of any subsequent breach and/or default of any provisions of such agreements.

The Contractor shall submit any contractual dispute or order dispute to Agency for resolution.

8.5. Dispute Resolution. In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such public body at the time of the

occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

In the event of any breach by a public body, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

8.6. 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.

8.7. Small Business Subcontracting and Evidence of Compliance. 1. It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DSBSD-certified small business and where it is not practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

2. Each prime contractor who wins an award in which a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. Upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of

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

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

8.9. Understanding Conditions. By submitting a proposal, the offeror agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to, cancellation or relief from the contract because of any misunderstanding or lack of information.

8.10. Litigations with the Commonwealth. The Agency in its sole discretion may choose not to make an award to an Offeror who is in litigation with the Commonwealth at the time of proposal evaluation. This provision also applies if any parent company, principal, officer, or wholly owned subsidiary of the Offeror is in litigation with the Commonwealth at the time of the proposal evaluation.

8.11. Copyright. No vendor may copyright any work contracted for by the Commonwealth and produced for the Commonwealth.

8.12. Ownership of Intellectual Property. All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Agency.

8.13. Prior Defaulted Contracts. The Agency in its sole discretion may choose not to make an award to an Offeror who has previously defaulted on a contract with the Commonwealth. This provision also applies if any parent company, principal, officer, or wholly owned subsidiary of the Offeror has previously defaulted on a contract with the Commonwealth.

8.14. Criminal Convictions. The Commonwealth in its sole discretion may choose not to make an award to an Offeror if any principal, officer, director, or staff member of the firm assigned to work under a contract awarded pursuant to this solicitation has been convicted of a felony or a misdemeanor involving moral turpitude in the past 10 years.

8.15. Renewal. This contract may be renewed by the Commonwealth upon written agreement of both parties for two (2) successive one (1) year period, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

8.16. Ownership of Printing Materials. All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of the Agency. Any

furnished materials shall remain the property of the Agency. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.

- 8.17. Printing Pick-Ups/Deliveries.** Contractor shall be responsible for all pick-ups and deliveries of all materials.
- 8.18. Subcontracts.** No portion of the work shall be subcontracted without prior written consent of the Agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Agency with the names, qualifications and experience of their proposed Subcontractor(s). The Contractor shall, however, remain fully liable and responsible for the work to be done by his Subcontractor(s) and shall assure compliance with all requirements of the contract.
- 8.19. State Corporation Commission Identification Number.** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
- 8.20. E-Verify Program.** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
- 8.21. Safety.** Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract. Further, Contractor expressly undertakes to take every precaution at all times for the protection of persons and property, including the Commonwealth's employees and property and its own as well as visitors to the Foundation. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor expressly undertakes,

both directly and through its Subcontractor(s), to take every precaution at all times for the protection of person and property which may come on the building site or be affected by the Contractor's operation in connection with the work.

8.22. Manner of Conducting Work at Job Site.

- a. All work shall be performed according to the industry standards and to the complete satisfaction of Agency.
- b. The Contractor shall be responsible for the conduct of all Contractor's or subcontractor's personnel while at the job site. All personnel involved with Agency contract related work shall obey all laws and Agency rules and regulations.
- c. Agency reserves the right to require the immediate removal from its premises of any Contractor or subcontractor personnel who Agency believes has failed to comply or whose conduct or behavior is unacceptable or results in a security or safety breach.
- d. No employees of the Contractor and its subcontractor(s) shall perform work on the premises of Agency if they do not have a satisfactory criminal background or sex offender registry check.

8.23. Claims: The Contractor shall be responsible for resolution of any and all claims resulting from work performed under this contract. Claims made to the Agency under this contract term, will be referred to the Contractor for handling. Failure to properly respond to and resolve property damage and claims constitutes unsatisfactory performance and may result in cancellation of the contract.

8.27. eVA Business-to Government Contracts and Orders: The solicitation/contract will result in one purchase order with the eVA transaction fee specified below assessed for each order.

- a. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- b. For orders issued January 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

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

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, 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.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate

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

- 9. METHOD OF PAYMENT.** All proper invoices shall be submitted after all work has been completed and accepted by the Agency. All proper invoices will be processed for payment to the Contractor, in accordance with the Commonwealth of Virginia Prompt Payment Act. Invoices are to be sent to:

JAMESTOWN-YORKTOWN FOUNDATION
Accounts Payable
PO BOX 1607
Williamsburg, VA 23187-1607

10. PRICING SCHEDULE

The fees provided below for national public relations services are for all items listed in Scope of Work and objectives stated herein and shall include all meetings, transportation, travel and reimbursable costs related to same. Additional hourly or program fees should be listed for future special public relations program planning and implementation services, including 2019 special event. These amounts will be used for the purpose of proposal evaluation and contract negotiation.

Monthly contract fee, inclusive of account planning, management and tracking; managing reactive media inquiries; proactive media outreach; creative development fees; copywriting fees; media visit itinerary planning; development and implementation of related PR campaign themes; select social media concepts and management; telephone meeting attendance, and other associated expenses. \$ _____
of hours _____

Per show fee to include JYF museums and activate sponsorships/sweepstakes at media showcases in New York, Washington DC, Philadelphia, Charlotte NC and other locations; at possible antiques shows in Rhode Island and Delaware and travel journalists shows, including the Society of American Travel Writers. \$ _____

Travel expenses-Two (2) day visit, two (2) people, including hotels, meals and miscellaneous expenses. \$ _____

Fee per event for concepting, planning and implementing off-site media event in major media market(s). \$ _____

Agency hourly rate for _____ \$ _____

Agency hourly rate for _____ \$ _____

Miscellaneous Expenses \$ _____

TOTAL FOR PROJECT \$ _____

Efforts include specific scope of work outlined in RFP and future special campaigns and projects, including 2019, as negotiated by Contractor and JYF.

Name and Address of Firm:

Name:	Date:
Address:	Signed:
	Print Name:
SCC #:	Title:
Tax ID #:	Telephone
E-mail:	Fax:
SWaM Certified: ___ S ___ W ___ M ___ O	

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

11. ATTACHMENTS:

Attachment A-Contractor Data Sheet

Attachment B-SCC Form

Attachment C-Small Business Subcontracting Plan

Attachment A - Contractor Data Sheet

TO BE COMPLETED BY CONTRACTOR IN IT'S ENTIRETY

NAME: _____ PHONE NO. _____

ADDRESS: _____ CONTACT PERSON: _____

AGENCY: _____ STATE: _____ ZIP: _____

1. Indicate the length of time you have been in business providing this type of service:

_____ years _____ months

2. Provide a list of at least four (5) current accounts for whom you have furnished similar services, either private or governmental, include the following information: (JYF reserves the right to contact those persons listed below .)

Dates of Service	Client	Contact Person	Address	Email	Phone No.

3. Indicate below all museums for which you have provided similar services for in the past three (3) years include the following information: (JYF reserves the right to contact those persons listed below).

Dates of Service	Client	Contact Person	Address	Email	Phone No.

4. Personnel, indicate the size of your present staff and designate those assigned to this contract.

5. The following information is only for the purpose of statistical reporting.

Is your firm a minority owned company? Yes _____ No _____

Is your firm a female owned company? Yes _____ No _____

Is your firm SWaM-certified with DSBSD? Yes _____ No _____

ATTACHMENT B – STATE CORPORATION COMMISSION FORM

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

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

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

Attachment C
Small Business Subcontracting Plan

It is the goal of the Commonwealth that more than 42% of its purchases be made from small businesses. All potential bidders are required to submit a Small Business Subcontracting Plan.

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

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

Offeror Name: _____

Preparer Name: _____

Date: _____

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes but is not limited to DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in Section B.

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

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

Points will be assigned based on each offeror's proposed subcontracting expenditures with DSBSD certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the Department of Small Business and Supplier Diversity (DSBSD), provide your certification number and the date of certification):

Certification number: _____ Certification **Date:** _____

Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial

