VIRGINIA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES

**REQUEST FOR SEALED PROPOSALS (RFP)**

**Issue Date:** March 1, 2012 **RFP# 301-12-026**

**Title:** Marketing Services for the Virginia Wine Marketing Office

**Commodity Code:** 91876

**Issuing Agency:** Commonwealth of Virginia

Virginia Department of Agriculture and Consumer Services

Procurement Office

102 Governor Street, Rm. 240 Richmond, VA 23219

**Period of Contract:** July 1, 2012 – June 30, 2013 (with four one-year renewal options)

**Sealed proposals will be received until 2:00 pm, local prevailing time, on April 2, 2012, for furnishing the services described herein.**

All inquiries for information should be directed to Ronald L. King, CPPB, CPPO, VCO, Director of Procurement and Support Services by calling (804) 225-4887, faxing to (804) 371-8372 or e-mailing to ronald.king@vdacs.virginia.gov.

MAIL OR HAND-DELIVER PROPOSALS TO THE ISSUING AGENCY AT THE ADDRESS SHOWN ABOVE. LATE OR UNSEALED PROPOSALS WILL NOT BE ACCEPTED OR CONSIDERED. ELECTRONIC PROPOSALS ARE NOT ALLOWED AND CANNOT BE ACCEPTED.

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

Virginia Contractor License No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Class: \_\_\_\_\_\_\_\_\_\_ Specialty Codes:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name And Address Of Firm:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature in Ink)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Please Print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Zip Code\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone : (\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

eVA Vendor ID or DUNS #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: (\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

## **RETURN ALL PAGES ALONG WITH YOUR PROPOSAL**

**VIRGINIA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES**

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1. **PURPOSE**

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals in order to enter into a competitively negotiated contract with one Contractor for the Operations and Management of the Virginia Wine Marketing Office (located in Richmond, Virginia) for the Virginia Wine Board (VWB), a commodity board of the Virginia Department of Agriculture and Consumer Services which is an agency of the Commonwealth of Virginia.

1. **BACKGROUND**

The Virginia Wine Board was established by the Virginia legislature within the Department of Agriculture and Consumer Services. The purpose of the Wine Board is to allocate funds to projects that expand viticultural and enological research, education, and promotion of the growing of grapes and the production of wine in the Commonwealth.

**III. STATEMENT OF NEEDS**

The Contractor shall provide analytical and consulting services to establish a Virginia Wine Marketing Office and to develop and execute a fully integrated marketing program focused on advertising, public relations, and promotions to deliver a clear and positive message on the quality of Virginia wines.

A. SPECIFIC TASKS:

TASK 1: Continue to develop and implement the Strategic Marketing Plan to enhance the image and reputation of Virginia wines and the Virginia wine industry. Coordinate and conduct executive briefings on plans and recommendations.

Performance goals for Task 1 are:

(1) Complete and submit a progress report of all actions completed to the Wine Board's Chairman or his designate for review every month, no later than the fifth of the following month.

(2) Formally brief the Wine Board at its quarterly meetings on the status of initiatives and the marketing budget.

(3) All proposals and recommendations must be substantiated with back-up documentation.

(4) Shall utilize the existing Strategic Marketing Plan as a basis for developing the comprehensive marketing plan.

(5) Identify key strategies to achieve specified goals and an evaluation procedure to measure success for all initiatives.

(6) Further the Virginia wine brand image by facilitating activities to build relationships between opinion shapers, Virginia wineries, and distributors who distribute Virginia wine.

(7) All actions must be completed professionally and on time.

TASK 2: Operate the Virginia Wine Marketing Office that will be located in the Richmond, Virginia area (in office spaces provided by the Virginia Wine Board).

Performance goals for Task 2 are:

(1) Office will be open Monday through Friday 9:00 AM until 5:00 PM.

(2) Coordinate requests for Virginia Wine for special events with wineries.

(3) Shall respond to press inquires.

(4) Shall ensure a record is maintained of calls received, recording type of call, caller, and action taken. All calls shall be returned within one business day.

(5) Shall provide meeting space for the Virginia Wineries Association (VWA) and Virginia Vineyards Association as needed.

(6) Shall ensure the Virginia Wine Website with current Virginia Wine events is updated on a daily basis.

(7) Shall spend the time necessary (estimated to be approximately 100 hours per year) to brief legislators, consumer and business groups, and other key officials adequately on Wine industry initiatives and interests.

(8) Shall respond the same business day to all requests by the Governor or his cabinet regarding Virginia Wine and shall keep the Wine Board Chair advised of all requests and action taken.

(9) Shall coordinate the Wine Marketing Matching Grant Program.

(10) Office staff will give presentations on the Virginia Wine Industry as necessary to various industry groups and interested organizations as schedules permit.

(11) Office staff will act as a Virginia wine industry liaison with pertinent national, state and regional organizations and attend various events representing the Virginia wine industry as necessary.

(12) Maintain ongoing communications with wineries, vineyards, media, trade partners and consumers about ongoing Virginia wine industry happenings.

TASK 3: Design, produce, and distribute an annual Virginia Wineries Guide as approved by the Virginia Wine Board.

Performance goals for Task 3 are:

(1) Layout of Virginia Winery Guide to be ready for

Wine Board approval by December 1, annually.

(2) Virginia Winery Guide to be ready for distribution by January 15, annually.

(3) Sales of ads for the Virginia Winery Guide will be deposited to the Virginia Wine Promotion Fund.

(4) Responsible for content, layout, fulfillment, and distribution of the annual Virginia Winery Guide. Funding for postage and printing of approximately 500,000 guides will be provided as a specific line item under the annual Wineries Guide Budget.

TASK 4: Maintain and keep competitive a Virginia Wine Website that includes; comprehensive information about each winery (links), their events, festivals, and eventually the ability to order online by customers. It should continue to be a leader among wine industry websites.

Performance goals for Task 4 are:

1. Continue to enhance VirginiaWine.org to be the most comprehensive source of information on Virginia wineries, vineyards, and wines.
2. Continue to build the SEO and SEM to maintain a maximum search position for VirginiaWine.org.
3. Continue to grow the web traffic to VirginiaWine.org.
4. Sales of ads from VirginiaWine.org will be deposited to the Virginia Wine Promotion Fund.

TASK 5: Continue to monitor Virginia wineries and vineyards sales, education, research, and marketing priorities, as well as, Virginia wine image and sales among distribution channels and consumers.

Performance goals for Task 5 are:

(1) Shall utilize an electronic survey tool similar to surveymonkey.com to solicit feedback from all wineries located in Virginia.

(2) Conduct a biannual industry-wide survey to determine marketing priorities of all wineries in Virginia. The results will be ready to publish by April 1, 2013.

(3) Prepare an annual Virginia Commercial Grape report in the format of the 2010 Virginia Commercial Grape report. The report will be ready to publish by March 1, annually.

(4) Conduct a biannual industry-wide survey to determine research and education priorities for annually funded projects. The results will be ready to publish by December 15.

(4) Conduct a biannual industry-wide survey to determine research and education priorities for annually funded projects. The results will be ready to publish by December 15, 2012.

(5) Biannually survey restaurateurs, sommeliers, distributors, wine shop owners, and consumers to measure changes in brand awareness. The first results will be ready to publish by December 15, 2012.

TASK 6: Develop and manage additional marketing programs sponsored by the Virginia wine board for the purposes of building the Virginia wine brand.

Performance goals for Task 6 are:

1. Evaluate and define new opportunities for Virginia wines based on the strategic plan.
2. Build cost effective and efficient marketing programs to achieve intended results.
3. Develop measureable results for each new initiative.
4. Work with the Virginia ABC to determine a method to track out of state sales of Virginia Wine and track the results.

TASK 7: Organize Virginia Wine Industry sponsored trade and media events, such as, October Virginia Wine Month and March Wine & Dine Month.

Performance tasks for Task 7 are:

1. Maintain an accurate list of key stakeholders in promoting Virginia wines.
2. Develop an annual plan for major trade partner events to garner enthusiasm for and sales of Virginia wines.
3. Develop and distribute point-of-sale (POS) materials to stimulate additional sales trade participation for wider distribution of Virginia wines.
4. Plan kickoff events or other media opportunities to provide visibility for these key promotional occasions.

B. SKILLS & KNOWLEDGE REQUIRED FOR THE POSITION

• Superior expertise in analysis, design, development, implementation, and maintaining of products using desktop applications, such as Excel, Access, PowerPoint and QuickBooks.

• Ability to prioritize and get things done in a rapidly changing environment.

• Strong creative writing skills.

• Strong attention to administrative detail.

• Self motivated with the ability to multi-task daily.

• Exemplary interpersonal communication skills.

• Team player with enthusiastic outlook and innovative mind.

• Valid Virginia driver's license.

• Must be able to handle confidential and/or sensitive information in a professional manner.

• Previous wine industry experience combined with analytical background and/or category management experience.

• 5+ years experience in product marketing and/or market research.

• A bachelor’s degree or higher in marketing or related field. MBA preferred.

• Experience with database marketing tools.

• The ability to interact with state legislators when briefing key industry issues and concerns.

• The Marketing Director will have a significant interaction with the wine trade in both a promotional and a spokesperson role. Candidates, therefore, should have a broad understanding of, and a passionate interest in, wine and the American wine industry.

C. Reporting Requirements: The Contractor shall be required to submit an annual report on the Marketing Office. The annual report is required by the *Code of Virginia*, Chapter 9, Article 3, §3. 1-73.5. C. This requirement, as so noted in the Code, requires the Contractor to report annually on the receipt and expenditure of funds, as well as on the policies, programs and operational activities of the Contractor. The annual Contractor's report, including a Statement of Profit and Loss and a Balance Sheet, is due on or before November 1 each year. A report format is available from the Director of the Division of Marketing, VDACS. Subsequent quarterly reports leading up to the annual report shall use the same reporting format. The Contractor shall interface with the Virginia Wine Board Chairman/Vice-Chairman or designate before proceeding with any marketing campaigns or any substantial undertaking. The Contractor’s performance shall be evaluated by VWB before a decision is made whether or not to renew the contract.

D. Auditor's Report: The Contractor shall be responsible for implementing a system to account for receivables, sales receipts, billings, expenditures, and assets. Other business activity tracking systems that are conducive to tracking product through the market system to point of delivery are required. The system shall be assessable to private and public sector audit concerns, including but not limited to the Auditor of Public Accounts and the VDACS Internal Auditor.

E. Inventory Controls: The Contractor shall be responsible for maintaining control and inventory on all equipment, packing containers and materials provided by the Commonwealth of Virginia. Loss of or abuse of the equipment, packing containers and other materials provided by the Commonwealth will be subject to reimbursement of or replacement to the Commonwealth for the lost or abused items. In such cases(s), the Commonwealth reserves the right to remove all similar equipment or materials to another market in the system.

F. Office Furniture/Equipment: The Contractor will be provided a reimbursable budget to outfit the Marketing Office with office furniture, equipment, and computers. Office furniture and equipment presently supplied by the Commonwealth remains the property of the Commonwealth. Disposal of the Commonwealth's property is limited to the Commonwealth. Maintenance of the computers and any associated equipment, however, shall remain the sole responsibility of the Contractor.

G. Security: Security of the Marketing Office and associated operations on the premises are the sole responsibilities of the Contractor.

**IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

**A. General Requirements:**

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original, so marked, and two (2) copies, so marked, of each proposal must be submitted to the VDACS Procurement Office. No other distribution of this proposal shall be made by the Offeror.

2. Proposal Preparation:

a. Proposals must be signed by an authorized representative of the Offeror. All information must be submitted. Failure to submit all information requested may result in VDACS requiring prompt submission of any missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Proposals should be prepared simply and economically, providing a straightforward and concise description of the Offeror’s capabilities to satisfy the requirements of the RFP—following the format outlined in IV.B. Emphasis should be on completeness and clarity of the proposal’s content.

c. Ownership of all data, documentation, and materials originated and prepared for the Commonwealth of Virginia pursuant to this RFP shall belong exclusively to the Commonwealth of Virginia and shall 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 inspection under this Act. To prevent disclosure, however, the Offeror must invoke the protection of Section 2.2-4342D of the *Code of Virginia* in writing, either before or at the time the data or other materials are submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why the protection is necessary. If the Offeror determines that part or parts of its proposal are trade secrets or proprietary information that is not be to open to public inspection, the Offeror must submit an additional copy of its proposal that eliminates such part or parts. This copy shall be identified with the words “REDACTED COPY” prominently displayed on the cover.

3. Oral Presentations: Offerors who submit a written proposal in response to this solicitation may be required to give an oral presentation. VDACS, if it elects to hear oral presentations, will do so based on recommendations from the Evaluation Committee. Oral presentations may not include any information not already included in the written proposal. Since oral presentations are at the option of VDACS, written proposals must be complete. VDACS will schedule the time and place for the oral presentations, and selected Offerors will be contacted accordingly.

B. Specific Requirements:

Proposals should be as thorough and detailed as possible so that VDACS can properly evaluate the Offeror’s capabilities to provide appropriate services. Offerors are required to submit the following items with their complete proposal in the order and tabbed as listed below:

Tab 1: This entire RFP, including the Cover Sheet, signed and filled out as Type of Project required.

Tab 2: Names and resumes of all proposed staff for this project, as well as a narrative describing the Offeror’s management and wine industry experience.

Tab 3: Offeror’s proposed, detailed operational and financial plans.

Tab 4: Documents demonstrating the Offeror’s financial stability and ability to provide the operations and management services required by this RFP and by the proposal submitted.

Tab 5: Attachments A, B, C, and D.

Tab 6: Pricing for the staffing and management of the VBM office and to execute the marketing efforts of the VWB (administrative costs—not programmatic costs which include the actual costs of specific marketing efforts). All prices shall be stated in U.S. dollars.

**V. EVALUATION CRITERIA**

Proposals shall be evaluated by VDACS using the following criteria.

A. Offeror’s knowledge of global wine industry marketing techniques and marketing/sales experience with the Virginia wine industry. (25 points)

B. Management and wine industry experience of all proposed staffing of the Offeror’s organization (cooperatives, associations, wineries, etc.) as provided in biographical resumes—to include the Offeror’s Small Business Subcontracting Plan. (25 points)

C. Offeror’s proposed operational plans and price. (40 points)

D. Offeror’s financial resources available to provide the operations and management services required herein. (10 points)

**VI. GENERAL TERMS AND CONDITIONS**

1. **VENDORS 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. Theprocedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normallyavailable for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “VendorsManual” on the vendors tab.
2. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation 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.
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 1. and 2. below apply:

1. 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.

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.

1. **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.
2. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal *Immigration Reform and Control Act* of 1986.
3. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
4. **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.
5. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. 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.
6. **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. **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 agency 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 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.

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.

4. The Commonwealth of Virginia encourages Contractors and subcontractors to accept electronic and credit card payments.

K. **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.

L. **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.

M. **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.

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

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 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:
3. By mutual agreement between the parties in writing; or
4. 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
5. 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.

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. **INSURANCE:** By signing and submitting bid or proposal under this solicitation, the Bidder or 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 Bidder or 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.

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.

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

R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

S. **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.

T. **NONDISCRIMINATION OF CONTRACTORS**: A Bidder, 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 Bidder or 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.

U. **EVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://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 e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All Bidders or Offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

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

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

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

1. For orders issued prior to August 16, 2006 through June 30, 2011, the Vendor Transaction Fee is:
2. DMBE-certified Small Businesses: 1%, capped at a maximum of $500 per order.
3. Businesses that are not DMBE-certified Small Businesses: 1%, capped at $1,500 per order.

2. For orders issued July 1, 2011 through June 31, 2012, the Vendor Transaction Fee is:

1. DMBE-certified Small Businesses: 0.75%, capped at $500 per order.
2. Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at $1,500 per order.

3. For orders issued July 1, 2012, and after, the Vendor Transaction Fee is:

1. DMBE-certified Small Businesses: 1%, capped at $500 per order.
2. Businesses that are not DMBE-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.

V. **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.

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

X. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, Offerors shall state offer prices in US dollars.

Y. **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 businessin 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.

**VII. 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 VWB or VDACS will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that VWB or VDACS has purchased or uses any of its products or services, and the Contractor shall not include VWB or VDACS in any client list in advertising and promotional materials.

B. **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. VDACS, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

C. **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 RFP, including price, if so stated in the RFP. 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 a contract to that Offeror. The Commonwealth may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia,* § 2.2-4359D). 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.

1. **PROPOSAL ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for 120 days. At the end of the 120 days, the offer may be withdrawn at the written request of the Offeror. If the offer is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
2. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of VDACS. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish VDACS 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.
3. **CANCELLATION OF CONTRACT:** VDACS 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.
4. **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: 4/02/12 2:00 PM

Name of Offeror Due Date Time

301-12-026

Street or Box Number RFP No.

City, State, Zip Code

Marketing Services for the Virginia Wine Board

RFP Title

Name of Contract/Purchase Officer: Ronald L. King, CPPB, CPPO, VCO

The envelope should be addressed as directed on Page 1 of the solicitation. Even if marked as described above, the proposal may be inadvertently opened and the information compromised which may cause it 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.

1. **INDEPENDENT CONTRACTOR**: The Contractor is an independent contractor, not an employee or agent, of VDACS. Without limitation of the foregoing, the Contractor shall:
2. not enter into any contract, agreement, or other commitment, or incur any obligation or liability, in the name or otherwise on behalf of VDACS;
3. not be entitled to any worker’s compensation, pension, retirement, insurance, or other benefits afforded to employees of VDACS;
4. provide for all national income tax and other withholding relating to the Contractor’s compensation;
5. pay all social security, unemployment, and other employer taxes relating to the Contractor’s performance of the services herein; and
6. perform all reporting, recordkeeping, administrative, and similar functions relating to the Contractor’s compensation.
7. **GOVERNING LAW**: This Contract will be interpreted, construed, and enforced in all respect in accordance with the laws of the Commonwealth of Virginia without reference to its rules relating to choice of law, except to the extent preempted by the laws of the United States of America.

Neither party will commence or prosecute any suit, proceeding, or claim to enforce the provisions of the Contract, to recover damages for breach or default under this contract, or otherwise arising under or by reason of this contract, other than in the state or federal courts located in Richmond, Virginia.

1. **AMENDMENT**: No amendment of any provision of this contract shall be valid unless set forth in a written amendment signed by both parties.
2. **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 any persons employed by him as he is for the acts and omissions of his own employees.
3. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to *Code of Virginia* §2.2-4311.2 subsection B, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to indicate in its proposal a statement describing why the 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 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.
4. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in whole or in part, 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.
5. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
6. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential Offerors are required to submit a Small Business Subcontracting Plan. Unless the Offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No Offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
7. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency on a monthly, quarterly, or other frequency basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency. The agency reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
8. Each prime contractor who wins an award valued over $200,000 shall deliver to the contracting agency on a monthly, quarterly, or other frequency basis, information on use of subcontractors that are not DMBE-certified small businesses. 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, and type of product or service provided.
9. **RENEWAL OF CONTRACT:** Any contract resulting from this solicitation may be renewed by the Commonwealth upon written agreement of both parties for four (4) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to expiration.
10. **CONTINUITY OF SERVICES:**
11. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
12. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
13. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and

c. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

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

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

1. **METHOD OF PAYMENT:**

The Contractor’s invoices will be paid within 30 days upon receipt of a valid and complete invoice submitted to:

Melissa Ball

VDACS

102 Governor Street

Richmond, VA 23192.

**ATTACHMENT A: OFFEROR INFORMATION SHEET**

(Name of Offering Firm)

(Principle Firm Address)

(City, State, Zip Code)

(Signature of Offeror’s Representative)

(Printed Name of Offeror’s Representative)

(Representative’s Title)

(Offering Firm’s Telephone Number)

(Offering Firm’s Fax Number)

(Offering Firm’s E-Mail Address)

##### ATTACHMENT B: OFFEROR’S REFERENCE DATA SHEET

1. QUALIFICATION OF OFFEROR: The Offeror must have the capability and capacity, in all respects, to fully satisfy all of the contractual requirements.

2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service:\_\_\_\_\_\_ years \_\_\_\_\_\_months

3. REFERENCES: Indicate below a listing of at least three (3) recent references for which you have provided similar contracting services. Include the date service was furnished and the name and address of the person VDACS has your permission to contact.

|  |  |  |  |
| --- | --- | --- | --- |
| COMPANY NAME  AND CONTACT | ADDRESS | PHONE NUMBER/EMAIL | SERVICE DATES |

1.

2.

3.

**ATTACHMENT C**

**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 D: SMALL BUSINESS SU BCONTRACTING PLAN**

**Small Business Subcontracting Plan**

**Definitions**

**Small Business:** "Small business " means an independently owned and operated business which, together with affiliates, has 250or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

**Women-Owned Business:** Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

**Minority-Owned Business:** Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

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

**Offeror Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Preparer Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Instructions**

A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.

B. If you are not a DMBE-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 DMBE-certified small business in this section. Points will be assigned based on each offeror’s proposed subcontracting expenditures with DMBE 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 Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

\_\_\_\_\_\_ Small Business

\_\_\_\_\_\_ Small and Women-owned Business

\_\_\_\_\_\_ Small and Minority-owned Business

Certification number:\_\_\_**\_\_\_\_\_\_\_\_**\_\_\_\_**\_\_\_**\_\_\_**\_**\_\_\_\_Certification Date:\_\_\_**\_\_\_\_**\_\_\_**\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_

**Section B**

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

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

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