



Jamestown-Yorktown Foundation
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www.historyisfun.org

REQUEST FOR PROPOSALS
RFP# 17-400-007

Issue Date: July 13, 2016
Title: *2019 Commemoration Public Relations Services*

Commodity Code: 91826, 91503

Issuing Agency: Commonwealth of Virginia
Jamestown-Yorktown Foundation
on behalf of Jamestown-Yorktown Commemorations (2019 Commemoration)
Attn: Joseph Patterson
P. O. Box 1607
Williamsburg, VA 23187-1607

Direct all questions for information to Joseph Patterson, Procurement Officer Senior at joseph.patterson@jyf.virginia.gov and submit by **July 29, 2016 at 12:00 PM. Questions after this deadline will not be considered.**

Sealed proposals will be received until 2:00 PM. Eastern Time, Aug. 11, 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 shall NOT accept emailed, faxed or late proposals.

HAND-DELIVER PROPOSALS TO:
Jamestown-Yorktown Foundation
Attn: Joseph Patterson, Procurement Officer Senior
200 Hawk's Nest Drive
Williamsburg, VA 23185
2019 Commemoration Public Relations Services
RFP# 17-400-007

OR
MAIL PROPOSALS TO:
Jamestown-Yorktown Foundation
Attn: Joseph Patterson, Procurement Officer Senior
200 Hawk's Nest Drive
Williamsburg, VA 23185
2019 Commemoration Public Relations Services
RFP# 17-400-007

The undersigned hereby offers and agrees to furnish all services in accordance with the attached signed proposal and the mandatory requirements and terms and conditions specified herein, or as mutually agreed upon through subsequent negotiations.

A non-mandatory pre-proposal conference will be held at Jamestown Settlement, 2110 Jamestown Road, Williamsburg, VA 23185 at **9:00 AM on July 28, 2016 in Classroom E.**

Name:	Date:
Address:	Signed:
	Print Name:
SCC ID #:	Title:
TAX ID #:	Telephone
E-mail:	Fax:
SWaM Certified: <input type="checkbox"/> S <input type="checkbox"/> W <input type="checkbox"/> M <input type="checkbox"/> 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.

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SECTION I – PURPOSE, BACKGROUND, AND STATEMENT OF NEEDS

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 to provide public relation services for the Jamestown-Yorktown Commemorations, (2019 Commemoration), herein after referred to as “2019 Commemoration”, an agency of the Commonwealth of Virginia. The resulting contract of this RFP will be effective for a term of two (2) years from the award date with two (2) renewal options of one (1)-year each.

The successful offeror shall serve as the public relations contractor to plan, coordinate, implement and administer a public relations campaign to build awareness of Virginia’s role in the creation of the United States. The successful offeror will strategically aid the advancement of educational, tourism, and economic development goals for the 2019 Commemoration. The 2019 Commemoration will leverage partnerships to launch a series of programs and events of national and international significance beginning in 2016 through 2019.

The successful offeror shall provide timely services indicative of a commemoration of this scale on an as need basis. These services shall be delivered in a manner that will minimize extraneous costs and lead time.

2. BACKGROUND:

1607 is recognized as the journey that changed the world when the Virginia Company of London invested in a settlement called Jamestown. From a tiny settlement evolved a new nation. The journey continued in 1619 when a series of landmark events set the Virginia Colony and America on an evolutionary course toward democracy, diversity, and opportunity. The year 2019 will commemorate the 400th anniversary of these landmark events. In 2013, the Virginia General Assembly passed House Joint Resolution 754, designating the Jamestown-Yorktown Foundation as the official Executive Branch agency to assist the Commonwealth in establishing planning systems for commemorating the 400th anniversary of the following landmark events in Virginia’s history:

- The first representative legislative assembly in the New World
- The arrival of the first recorded Africans to British America
- The impact of women to expand the Virginia Colony
- Precedent for America’s first Thanksgiving
- The entrepreneurialism and innovation of the Virginia Colony

The 2019 Commemoration has been established as a sub-agency and will showcase 400 years of Virginia’s history, cultural diversity, environmental beauty, commerce and industry by launching a series of events and programs of national and international significance to build awareness of Virginia’s role in the creation of the United States and position Virginia as a global leader in education, economic development and tourism.

The 2019 Commemoration Goals include:

- **Economic Leadership:** Reinforce Virginia's brand as America's longstanding (400-year) home of innovation and entrepreneurship.
- **Tourism:** Increase visitation to 1619 historic sites, the Historic Triangle region, and the state of Virginia.
- **Education:** Ensure Americans more fully appreciate the overall idea and related benefits of representative democracy.
- **Diversity:** Foster appreciation for the value of diversity and inclusion in all communities.
- **Future Leaders:** Engage millennial audience and others in democratic institutions and formal democratic processes.
- **History:** Make history more relevant, meaningful, and interesting to all generations.

The 2019 Commemoration endeavors to build a contemporary position to these historical events by showcasing the ongoing journey toward key ideals of America: democracy, diversity, and opportunity — three forces that converged in Virginia in 1619 and have been shaping America ever since.

3. STATEMENT OF NEEDS:

The successful offeror shall work with the 2019 Commemoration staff as a strategic partner. The successful offeror shall have significant national experience in travel and tourism to plan, coordinate, implement and administer a national and regional public relations campaign to generate earned media that builds awareness among target audiences of the 2019 Commemoration including key themes and historical events. The successful offeror must have excellent public relations skills and can provide high quality results in a cost-effective manner while fulfilling all of the services articulated in the Statement of Needs below:

3.1 Contractor Requirements:

The Contractor shall have significant experience in public relations for travel/tourism or national programs/events that attract diverse audiences to strategically build awareness of the 2019 Commemoration. The contractor shall:

- 3.1.1** Managing public relations for highly visible tourism travel products and history education campaigns.
- 3.1.2** Develop an outreach plan with a target list of at least 100 state, regional, and national corporate partners to generate interest in partnering with the 2019 Commemoration.
- 3.1.3** Serve as a turn-key public relations agency to assist 2019's broader marketing efforts.
- 3.1.4** Providing and/or arranging for an aggressive media outreach, story development, and placement through extensive media contacts.
- 3.1.5** Secure 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.
- 3.1.6** Arrange and coordinate press trips for visiting journalists, including travel trade, plan, and implement off-site events to reach national and regional journalists.
- 3.1.7** Represent other tourism clients at media showcases in New York, Washington DC and Philadelphia and other locations.
- 3.1.8** Manage the social media campaign as part of public relations plan.

- 3.1.9** Following contract execution, a contract kickoff meeting will be scheduled with the 2019 Commemoration staff.
- 3.1.10** Coordinate with 2019 Commemoration staff to schedule any necessary meetings. The Contractor shall be responsible for recording meeting minutes and submitting them via email to designated 2019 Commemoration staff for approval within ten (10) days of the meeting's conclusion.
- 3.1.11** The primary 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 State of Virginia requirements at Contractor expense.

3.2 Deliverables:

The deliverables as described below are the minimal requirements for this service.

- 3.2.1** Develop a strategic plan to reach national and regional media in major media markets and in the thirteen original colonies/states to support the awareness building phase of the 2019 Commemoration.
- 3.2.2** Develop story angles and media pitches that highlight the many components of the history of 1619 and its relevance today.
- 3.2.3** Secure broadcast placements and feature articles in Virginia'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/2019 Commemoration staff, New York, North Carolina and Rhode Island, as well as Washington, DC.
- 3.2.4** 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.
- 3.2.5** Identify and target national publications including Parade Magazine, USA Today Life, Smithsonian and Southern Living, with significant circulation for placement.
- 3.2.6** 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).
- 3.2.7** Evaluate and secure opportunities on national morning news programs, such as ABC's Good Morning America, NBC's Today, and CBS Sunday Morning.
- 3.2.8** Work with 2019 Commemoration staff to identify and coordinate interviews with curators, historians and executive director to promote key messages and themes surrounding the commemoration.
- 3.2.9** Develop elements of social media campaign for Facebook, Pinterest, Instagram and Twitter and increase reach of electronic newsletters.
- 3.2.10** Represent 2019 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 2019 staff on existing sponsorships, such as the Society of American Travel Writers.

- 3.2.11** Collaborate with Virginia Tourism Corporation public relations firms as possible to ensure inclusion in their public relations efforts, including joint work on a sweepstakes contest to attend signature events.
- 3.2.12** Serve as point of contact for reactive media inquiries and assist with vetting potential journalists' interest in an onsite visit.
- 3.2.13** Secure travel media and general press coverage through encouraging on-site trips to the designated 2019 signature event venues. Existing photography and video footage is available.
- 3.2.14** Partner with 2019 in-house and digital media and marketing contractor to coordinate messaging and maximize value of cooperative and added-value advertising and/or earned media placements.
- 3.2.15** Support 2019 Commemoration staff through in-person meetings, conference calls and presenting at board and committee meetings as needed.
- 3.2.16** Provide monthly reports with written analyses that measure campaign results and track media coverage for the awareness building phase of the 2019 Commemoration.
- 3.2.17** Perform all necessary services related to the successful development and execution of the national and regional public relations strategy.
- 3.2.18** Remain available to provide public relations services during signature event phase through 2019.

3.3 Reporting and Delivery

- 3.3.1** Upon the issuance of a purchase order for a project, the contractor shall present a preliminary draft of the project to the executive director of the 2019 Commemoration. This shall be furnished by a date and time determined by the 2019 Commemoration. The 2019 Commemoration shall have the right to modify and/or to require additional elaboration as it deems necessary to insure a comprehensive and thorough study of all work required by the contract.
- 3.3.2** The final draft of the project shall be delivered to the executive director of the 2019 Commemoration by the date and time determined by the executive director. The final draft is subject to approval by the executive director.
- 3.3.3** Completed orders for the 2019 Commemoration shall not exceed two weeks. Alternate delivery timeframes are only acceptable if they are agreed upon in negotiations or in writing by the 2019 Commemoration contract administrator and contractor.

3.4 Manner of Conducting Work at Job Site:

- 3.4.1** All work shall be performed according to the industry standards and to the complete satisfaction of the 2019 Commemoration.
- 3.4.2** The Contractor shall be responsible for the conduct of all of the Contractor's or subcontractor's personnel while at the job site. All personnel involved with 2019 Commemoration contract related work shall obey all State employment laws, rules and regulations.
- 3.4.3** The 2019 Commemoration reserves the right to require the immediate removal from its premises of any Contractor or subcontractor personnel who the 2019 Commemoration believes has failed to comply or whose conduct or behavior is

unacceptable or results in a security or safety breach.

- 3.4.4** No employees of the Contractor and its subcontractor(s) shall perform work on the premises of the 2019 Commemoration if they do not have a satisfactory criminal background or sex offender registry check conducted by the contractor.

SECTION II – INSTRUCTIONS TO OFFERORS

1. CONTACT WITH AGENCY STAFF, REPRESENTATIVES, AND/OR AGENTS:

Direct contact with agency staff, representatives, and/or agents other than the Procurement Officer or his designee on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior written permission of the Procurement Officer.

2. PRE-PROPOSAL CONFERENCE:

A non-mandatory pre-proposal conference will be held on July 28, 2016 at 9:00AM Eastern Time, located at the Jamestown Settlement, 2110 Jamestown Road, Williamsburg, VA 23185 in Classroom E.

Offerors shall bring a copy of the solicitation. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

3. QUESTIONS AND ADDENDA:

Offerors shall carefully examine this RFP and any addenda. Offerors are responsible for seeking clarifications, in writing, of any ambiguity, conflict, omission, or other errors in this RFP. Questions shall be addressed to Joseph Patterson, Procurement Officer Senior at joseph.patterson@jyf.virginia.gov. If any answers materially affect this RFP, the information will be incorporated into an addendum and posted on eVA. This RFP and any addenda shall be incorporated, by reference, into any resulting agreement. Offerors are responsible for checking eVA prior to the proposal closing to secure any addendum issued as part of this RFP.

All questions shall be submitted no later than **12:00 PM Eastern Time on July 29, 2016**. Late questions will not be considered. The answers to questions submitted will be provided in **Addendum 1 which will be posted on August 1, 2016**.

4. SCHEDULE OF EVENTS:

Event	Date
RFP Issued	July 13, 2016
Pre-Proposal Conference	July 28, 2016 at 9:00 AM EST
Question Deadline	July 29, 2016 at 12:00 PM EST
Addendum 1 Issued	August 1, 2016
Proposals Due	August 11, 2016 at 2:00 PM EST
Evaluations/Presentations/Negotiations	August 12, 2016 - August 24, 2016
Intent to Award Posted	August 25, 2016
Contract Execution	September 5, 2016

5. ORAL PRESENTATIONS:

Offerors who submit a proposal in response to the RFP may be required to give an oral presentation of their proposal to the 2019 Commemoration. 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 2019

Commemoration will schedule the time and location of these presentations. Oral presentations are an option of the 2019 Commemoration and may not be conducted. Therefore, proposals should be complete.

6. RFP CLOSING:

Offeror shall ensure its Proposal is delivered to and is time stamped by the Procurement Officer or his designee no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time (time stamped 2:01 PM or later) will not be considered and will be returned to the offeror unopened.

SECTION III – PROPOSAL SUBMITTAL REQUIREMENTS

1. GENERAL:

Proposals must be submitted with one (1) proposal containing an original longhand signature on the Proposal Cover Page. The proposal containing the original long hand signature shall be marked “ORIGINAL.” Four (4) additional proposal copies are also required for submission, each including a photocopy of the original signed Proposal Cover Page. Five (5) electronic CD/flash drive copies shall accompany the original proposal and the four (4) additional proposal copies. Proposal copies shall not deviate in any way from the original. A total of five (5) proposals and electronic copies shall be submitted by hand or mailed in a sealed envelope no later than the time and date deadline specified in this solicitation.

Offerors shall submit their proposals with the required information in the order listed below. Additional instructions are in the “Instructions to Offerors” section of this solicitation.

2. PROPOSAL STANDARDS:

Proposal submitted in response to this solicitation shall meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors and shall be submitted in a format outlined herein. Whenever possible, proposals submitted in response to this solicitation shall comply with the following guidelines:

- 2.1 Proposal 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.
- 2.2 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 2019 Commemoration at its discretion.**
- 2.3 As used in this RFP, the terms "must", "shall", "should" and “may” identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors’ proposal
- 2.5 Numbered tabs and dividers are required for each of the sections listed and in the order below:

TAB I: RFP Cover Page, Any Signed Addenda, & Completed Attachments B, C, and D

TAB II: Introduction of Offeror

TAB III: Experience in Providing Similar Service

TAB IV: Approach and Capacity

TAB V: Pricing

- 2.6** Offerors shall respond to this RFP with the written proposals in the format outlined below. 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. Each proposal shall include the following sections and address all of the requested information, each under separate tabs:

TAB I: RFP Cover Page, Any Signed Addenda, & Completed Attachments B, C, and D

Offerors shall complete the first page of the RFP, sign, and submit with their proposal. Attachments B, C, and D of this RFP shall be filled and signed as necessary and submitted as part of the proposals. The order of documents should be organized as listed below:

- Completed and Signed RFP Cover Page
- Attachment B – Completed Contractor Data Form
- Attachment C – Completed State Corporation Commission Form
- Attachment D – Completed Small Business Subcontracting Plan
- Signed Addenda
- Certificate(s) of Insurance

TAB II: Introduction of Offeror

The offeror's proposal shall contain an executive summary that summarizes its overall capabilities and approaches for accomplishing the services specified herein. This summary shall also identify anticipated challenges and/or barriers to completion, cost saving opportunities and other creative approaches. The offeror shall provide a brief history of the firm's history, growth, length of time in business, and number and location of employees.

TAB III: Experience in Providing Similar Service

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 2019 Commemoration. 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 public relation plans demonstrating a comprehensive public relations campaign success for the previous three (3) years for highly visible events, tourism attractions, education and/or travel products.
- At least three (3) examples of national and/or public entity client work on similar projects implemented within the last three years. Examples shall also reveal how the offeror applied core brand and visual identity(s) to a broad number of public relation campaigns.
- Provide favorable and relevant Reference Letters from three current and three former clients within last three years. The 2019 Commemoration 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.
- 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.
- Awards/accolades and special certifications.

TAB IV: Approach and Capacity

Offerors shall prepare a written narrative statement that includes the understanding of the work to be performed under the contract. Offerors shall briefly describe their knowledge and understanding of the 2019 Commemoration and how the public relations service will support the 2019 Commemoration goals. Offerors shall articulate the approach, methodology, and describe its capacity to meet all of the criteria described in the Statement of Needs.

Approach and Methodology:

- The offeror shall detail its understanding of the Statement of Needs of the project, its technical requirements, and the proposed methodology for delivery of services. Describe in narrative form, the approach/philosophy for providing services to the 2019 Commemoration. Clearly explain all the steps involved in performing the work in the length of time provided. Any information and data that the Offeror will require from the 2019 Commemoration must be identified in this section.
- Briefly describe your knowledge and understanding of the 2019 Commemoration and how a public relations campaign will support broad communication and awareness goals.
- What key areas of focus would you recommend for positioning of the 2019 Commemoration through a public relations campaign?
- How will you maintain strategic direction and manage aggressive, proactive public relations campaign elements for the 2019 Commemoration marketing and communications plan in order to build and sustain consumer awareness and sponsorship activation for the commemoration to reach desired audiences for greatest success?
- What is the method by which you measure the results and successes of your promotions programs? Please provide examples.
- Key resources applicable to the work described in this RFP; i.e., work completed in house versus out sourced.

Capacity:

- Offeror must demonstrate that its staff size and current workload will not interfere with its capabilities to meet the requirements of the work.
- 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.
- Organizational chart which describes the division of responsibilities among the members of the staff.

TAB V: Pricing

- Offeror shall submit itemized pricing in the pricing schedule provided in **Attachment A**. Any deviations in format of the pricing schedule may result in the offeror's rejection of its proposal.

3. PROPOSAL EVALUATION PROCESS:

Evaluation of proposals will be under the complete jurisdiction of the 2019 Commemoration. Upon receipt of the proposals, the 2019 Commemoration will evaluate all materials submitted by responding firms and rank the proposals using the following 100-point scale:

Criterion	Points
Experience in Providing Similar Service	35
Approach and Capacity	35
Small Business Participation	20
Price	10
TOTAL	100

4. REJECTION OF PROPOSALS:

The 2019 Commemoration 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 2019 Commemoration or that all proposals were rejected.

5. AWARD:

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.

SECTION IV – GENERAL TERMS AND CONDITIONS

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.
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 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.
4. **Ethics in Public Contracting.** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/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.
5. **Conflict of Interest.** 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 2019 Commemoration 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.
6. **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.
7. **Debarment Status.** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation, Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
8. **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.
9. **Mandatory Use of State Form and Terms and Conditions.** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

10. Clarification of Terms. If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the Procurement Officer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Procurement Officer.

11. Payment:

11.1 To Prime Contractor:

- 11.1.1** 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).
- 11.1.2** 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.
- 11.1.3** 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.
- 11.1.4** 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.
- 11.1.5 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 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).

11.2 To Subcontractors:

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

- 11.2.1** 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
- 11.2.2** To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason
- 11.2.3** 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.
- 11.2.4** 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.

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

12. 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.

13. 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.

14. 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.

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

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

16.1 The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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.

16.2 The Procurement Officer 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, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Procurement Officer of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Procurement Officer's written decision affirming, modifying, or revoking the prior written notice. If the Procurement Officer decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Procurement Officer a credit for any savings. Said compensation shall be determined by one of the following methods:

16.2.1 By mutual agreement between the parties in writing; or

16.2.2 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 Procurement Officer's right to audit the contractor's records and/or to determine the correct number of units independently; or

16.2.3 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 Procurement Officer

with all vouchers and records of expenses incurred and savings realized. The Procurement Officer 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 Procurement Officer within thirty (30) days from the date of receipt of the written order from the Procurement Officer. 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.

17. 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.

18. 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 B-7 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 - Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. 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 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the contractor (or third party owner of such motor vehicle.)

19. 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.

20. 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 B-8 manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

21. 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, faithbased 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.

22. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, web site 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 e-procurement solution by completing the free eVA Vendor Registration. 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.

Vendor transaction fees are determined by the date the original purchase order is issued and the 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, typically within 60 days of the order issue 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.

23. 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.

24. Set Asides. This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of PIM 98-033 B-9 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 bids/proposals.

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

26. Proprietary Information. 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.

27. 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.

SECTION V – SPECIAL TERMS AND CONDITIONS

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.
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.
3. **Cancellation of Contract.** The purchasing agency 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. **Indefinite Quantities.** Offerors acknowledge that the contract that will be entered into as a result of this solicitation will not obligate the 2019 Commemoration to purchase a specific quantity of items or services during the Contract Term. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the 2019 Commemoration for the period of the Contract. The amount is only an estimate and the Offeror understands and agrees that the 2019 Commemoration is under no obligation to the offeror to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. Offerors further understand that the 2019 Commemoration may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in the resulting Contract.
5. **eVA Orders and Contracts:** The solicitation/contract will result in multiple purchase order(s) with the applicable eVA transaction fee specified below assessed for each order.

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.

- 6. Contract Term.** This contract shall be effective for a term of two (2) years from the award date with two (2) renewal options of one (1)-year each.
- 7. Renewal Options.** This contract may be renewed by the 2019 Commemoration upon written agreement of both parties for one (1) year and up to two (2) consecutive years under the terms of the current contract. Renewal options will be assessed within a reasonable time (approximately 90 days) prior to the expiration. Renewal options will be exercised and evaluated at the sole discretion of the 2019 Commemoration.
- 8. Termination for Convenience.** The contract may be terminated for the convenience of the Commonwealth by delivering to the contractor a notice of termination specifying the extent to which performance under the purchase order or contract is terminated, and the date of termination. After receipt of a notice of termination, the contractor must stop all work or deliveries under the purchase order or contract on the date and to the extent specified. There shall be no penalty to the Commonwealth when a contract is terminated for convenience.
- 8. 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 PIM 98-033 B-16 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.

9. Small Business Subcontracting and Evidence of Compliance

- 9.1** 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.
- 9.2** 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.

9.3 Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. 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.

10. 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.

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

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 2019 Commemoration.

13. Quality Color Printing: Contractor shall analyze each four-color subject and make separations individually. Contractor shall allow for color correction, dot etching, etc., in order to achieve top-quality production from each separation made.

14. Subcontracts. No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency 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.

15. 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 B-30 in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

- 16. 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.
- 17. 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.
- 18. Disputes.** The offeror shall refer to the Vendor's Manual for information regarding the dispute and claims process. The Vendor's Manual is located at <https://eva.virginia.gov/pages/eva-vendors-manual.htm>.
- 19. 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 Commonwealth. Any furnished materials shall remain the property of the Commonwealth. 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.
- 20. Method of Payment.** All proper invoices shall be submitted after all work has been completed as outlined in the deliverables and accepted as completed by the 2019 Commemoration and receipt is granted through eVA. 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. All

proper invoices shall be processed for payment to the Contractor, in accordance with the Commonwealth of Virginia Prompt Payment Act. Invoices shall be sent to:

2019 COMMEMORATION

JAMESTOWN-YORKTOWN FOUNDATION

Accounts Payable

PO BOX 1607

Williamsburg, VA 23187-1607

ATTACHMENT A - PRICING SCHEDULE

Instructions to Submit Pricing: Offerors shall submit price to complete one unit of each line item. The Extended Price of each line item shall be the final product of the Estimated Quantity multiplied by the Price of each line item. The Total Price will consist of the lump sum of the extended prices. These amounts will be used for the purpose of proposal evaluation and contract negotiation.

Discrepancies between the multiplication of unit prices and extended prices will be resolved in the favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of words.

	Offeror's Name:				
Line Item	Public Relations Firm	Estimated Quantity	Unit	Price	Extended price
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 awareness building phase of the 2019 Commemoration.	1	lot	\$ -	\$ -
2	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.	5	each	\$ -	\$ -
3	Develop story angles and media pitches that highlight the many components of the history of 1619 and its relevance today.	5	each	\$ -	\$ -
4	Secure broadcast placements and feature articles in Virginia'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/2019 Commemoration staff, New York, North Carolina and Rhode Island, as well as Washington, DC.	13	each	\$ -	\$ -
5	Identify and target national publications including Parade Magazine, USA Today Life, Smithsonian, and Southern Living, with significant circulation for placement.	4		\$ -	\$ -
6	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).	4		\$ -	\$ -
7	Evaluate and secure opportunities on national morning news programs, such as ABC's Good Morning America, NBC's Today, and CBS Sunday Morning.	4	each	\$ -	\$ -
8	Work with 2019 Commemoration staff to identify and coordinate interviews with curators, historians and executive director to promote key messages and themes surrounding the commemoration.	12	hour	\$ -	\$ -
9	Develop elements of social media campaign for Facebook, Pinterest, Instagram and Twitter and increase reach of electronic newsletters.	4	each	\$ -	\$ -

10	Represent 2019 Commemoration at media showcases in New York, Washington DC, Philadelphia, Charlotte NC and other locations, at possible antique shows in Rhode Island and Delaware, and support 2019 Commemoration staff on existing sponsorships, such as the Society of American Travel Writers.	12	hour	\$ -	\$ -
11	Collaborate with Virginia Tourism Corporation public relations firms as possible to ensure inclusion in their public relations efforts, including joint work on a sweepstakes contests to attend signature events.	12	hour	\$ -	\$ -
12	Serve as point of contact for reactive media inquiries and assist with vetting potential journalists' interest in an onsite visit.	12	hour	\$ -	\$ -
13	Secure travel media and general press coverage through encouraging on-site trips to the designated 2019 Signature event venues. Existing photography and video footage is available.	6	each	\$ -	\$ -
14	Partner with 2019 in-house and digital media and marketing contractor to coordinate messaging and maximize value of cooperative and added-value advertising and/or earned media placements.	12	hour	\$ -	\$ -
15	Support 2019 Commemoration staff through in-person meetings, conference calls and presenting at board and committee meetings as needed.	12	hour	\$ -	\$ -
16	Provide monthly reports with written analyses that measure campaign results and track media coverage for the awareness building phase of the 2019 Commemoration.	12	each	\$ -	\$ -
17	Agency hourly rate for_____		hour	\$ -	\$ -
18	Agency hourly rate for_____		hour	\$ -	\$ -
19	Agency hourly rate for_____		hour	\$ -	\$ -
20	Agency hourly rate for_____		hour	\$ -	\$ -
Total Price					\$ -

Additional hourly or program fees should be listed for recommended services not listed herein. All travel and material expenses shall also be incorporated into each line items' hourly rates.

ATTACHMENT B – 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 (4) current accounts for whom you have furnished similar services, either private or governmental, include the following information: (2019 Commemoration 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 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 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 contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract.

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

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