

Request for Proposals - Cover Sheet

Issue Date: March 21, 2023

VTC RFP Number: 23-092

Title:

Creative and Paid Media AOR 2023

Issuing Organization

Virginia Tourism Authority
 d/b/a Virginia Tourism Corporation (VTC)
 One James Center, 901 East Cary Street, 9th Floor
 Richmond, Virginia 23219-4048

Initial Period of Contract: Upon execution of Contract **through June 30, 2024, with four one-year options by VTC to renew contract.**

Sealed Proposals must be received by VTC by **5 p.m. prevailing local time EDT on May 3, 2023**. Official time is determined at the reception desk. Proposals received after that time will not be considered. Proposals submitted electronically will not be considered.

All Inquiries for Information Should Be Directed To:

Terry Minor

Phone: 804-545-5523

email: CreativeAndMediaAOR2023RFP@virginia.org

MAIL OR DELIVER PROPOSALS DIRECTLY TO: THE VIRGINIA TOURISM CORPORATION, ONE JAMES CENTER, 901 E. CARY STREET, STE. 900, RICHMOND, VA 23219, RECEPTION DESK.

In compliance with this Request For Proposals (RFP) and to all the conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Company Name and Address of Offeror:	Date:
	Contact Name:
	Title:
	Signature:
	Telephone Number:
DUNS Number:	E-Mail Address:
Are you eVA Registered? <input type="checkbox"/> Yes <input type="checkbox"/> No eVA Vendor ID: _____ You are required to be an eVA Registered Vendor.	Virginia DSBSD-Certified Small Business # _____ (if applicable)
<p>I am submitting this proposal for the following component (Check the appropriate box): (If you are proposing for both Components, you must submit separate proposals for each Component)</p> <p><input type="checkbox"/> Component 1 - Creative Agency of Record, or</p> <p><input type="checkbox"/> Component 2 – Paid Media Agency of Record</p>	

MANDATORY VIRTUAL PRE-PROPOSAL CONFERENCE: A mandatory virtual pre-proposal conference will be held at **10:00 a.m. EDT, April 5, 2023**. Reference: Section VIII herein for further information. **Proposals will only be accepted from those who attend this virtual conference. You must pre-Register by deadline, April 3, 2023, no later than 4 p.m. EDT.**

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I. Purpose

The purpose of this Request for Proposals (RFP) is to enter into an agreement (“Agreement” or “Contract”) with a qualified creative and paid media agency or agencies to provide creative marketing and paid media advertising services for the Virginia Tourism Corporation (VTC).

VTC is looking for a partner or partners who can help us elevate the VTC Brand Vision. The goal is to make sure Virginia is for Lovers stays relevant and influential forever.

We need a creative partner who can help us execute our vision. We need a media partner who can guide us through today’s complex media landscape. Yes, the creative should be beautiful. Yes, the media strategy should be cool. But both of them have to do real work.

VTC’s job is to get more travelers to visit the Commonwealth, stay longer and spend more money. If we accomplish those goals, it’s not just a great headline. It means we can help make our state a better place to live.

It’s a big, fun challenge. If you think your organization is ready, please keep reading.

II. Background

The Virginia General Assembly created the Virginia Tourism Authority (Authority) in 1999 to encourage and support the development and expansion of the Commonwealth’s tourism and film industry. The Authority, doing business as the Virginia Tourism Corporation (VTC), serves the broader interests of the economy of Virginia by supporting, maintaining, and expanding the Commonwealth’s domestic and international travel market and motion picture production industry, thereby generating increased visitor expenditures, tax revenues, and employment.

The VTC is responsible for branding and marketing Virginia as a vacation destination to potential visitors. Key components of VTC’s work are marketing the abundance of experiences in Virginia, as well as our world-famous brand, Virginia is for Lovers. VTC is also charged with taking a leadership role in uniting Virginia’s large and diverse tourism industry, which depends upon VTC to create comprehensive marketing campaigns that promote Virginia as a premiere vacation destination. The VTC works in partnership with members of the tourism industry to extend and enhance their efforts to market their destinations or tourism product to the domestic and international traveling public. The VTC is a high-performing, independent organization of dedicated professionals committed to the following ideals: accountability, exceptional customer service and innovative ideas.

VTC’s vision is to foster that spirit of partnership within Virginia’s tourism community resulting in the development and implementation of innovative and effective marketing programs that will increase economic impact and jobs, create more business for localities,

companies and attractions of all sizes and therefore improve the quality of life for Virginians.

The VTC is an authority of the Commonwealth of Virginia and receives its spending authority through the state's Appropriation Act. The VTC shall base the award of a contract on competitive principles.

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses not excluding those owned by women and minorities in state procurement activities. Toward that end, the VTC encourages firms to provide for the participation of Virginia Department of Small Business and Supplier Diversity (VDSBSD)-certified small businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities in the performance of VTC procurements. This shall include VDSBSD-certified women-owned and minority-owned businesses when they have received VDSBSD small business certification. NOTE: For the purposes of this RFP and any resulting contract, "VDSBSD-certified" means that the business has been certified by the Virginia Department of Small Business and Supplier Diversity.

III. Statement of Needs

The VTC is seeking a single Contractor (Offeror) or multiple Contractors (Offerors) to serve as VTC's creative agency of record (Creative Contractor) and paid media agency of record (Media Contractor) to work with VTC's Brand Department to analyze tourism research for strategy and execution of integrated marketing programs. The statement of needs will be divided into two major components: Component 1 – Creative Agency of Record, and Component 2 – Paid Media Agency of Record. The purpose of dividing the work into components is to provide VTC greater access to the most creative, innovative and efficient Offerors. Additional services will be identified under each component. It is understood that there will be overlap among tasks that will fall within each component.

The components allow Offerors the flexibility to submit a Proposal in response to a single component or to submit individual Proposals for each component for which they wish to be considered.

The contracts will be non-exclusive. VTC reserves the right to otherwise provide or contract for any of these services via some other source, and to award multiple contracts for one component, at VTC's sole discretion.

Unless otherwise directed by VTC, the Contractor(s) shall develop communications concepts based on VTC's Brand Vision and Annual Marketing Plans and produce creative for recommended media and other projects as assigned. VTC will use the "Virginia is for Lovers" brand. The call to action for all marketing communications will be www.virginia.org and other VTC digital properties such as the Virginia Travel Blog and social media channels.

The Contractor shall efficiently and effectively execute all appropriate elements of a campaign and assist in the evaluation of its effectiveness, striving for the maximum return on investment.

Contractor shall identify, evaluate, and utilize VDSBSD-certified small business suppliers and talent when possible. This shall include VDSBSD-certified women-owned and minority-owned businesses when they have received VDSBSD small business certification. NOTE: For the purposes of this RFP and any resulting contract(s), “VDSBSD-certified” means that the business has been certified by the Virginia Department of Small Business and Supplier Diversity.

The VTC requires a broad range of services and expertise and may contract with other outside vendors for any of these services from time to time at VTC’s sole discretion. The Contractor(s) may be required to subcontract services upon VTC’s request from time to time. In some instances the Contractor(s) may choose the subcontractor to perform these services; at other times VTC may request the hiring of a specific subcontractor. VTC has the final approval of all subcontractors chosen.

A. Component 1: Creative Agency of Record (Creative Contractor)

The Contractor selected for Component 1 shall develop innovative marketing campaigns, strategies and programs that will assist in increasing the Commonwealth’s share of domestic tourism markets, which will in turn aid in growing Virginia’s tourism businesses and the Commonwealth’s economy as a whole. As such, the Contractor may be required to provide any or all the following services.

1. Brand Strategy – Planning and Management

- a) Contractor shall perform a brand audit to evaluate the current perceptions and opportunities for the Virginia is for Lovers (VIFL) brand. From these findings, Contractor shall work with VTC to evaluate the current brand position and values and provide recommendations to keep the brand fresh and relevant for new audiences.
- b) Contractor shall analyze tourism research that evaluates the profile, demographics and traveler habits of the Virginia visitor and develop a research-based brand strategy for VTC.
- c) Contractor shall work closely with VTC’s in-house research division, as well as any research firm VTC may have contracted with for specific research data, to analyze campaign effectiveness and the brand strategy on an ongoing basis. Based on these findings, Contractor shall provide recommendations and optimize as needed for future campaigns.

- d) Contractor shall ensure that the brand strategy developed provides guidance for paid campaigns, as well as all VTC integrated marketing programs which include, but are not limited to: advertising, digital marketing, public relations, social media, partnership marketing and development, B2B/cooperative marketing, international marketing, film office, groups, meetings and sports marketing. Contractor shall develop a strategy that includes a holistic approach about the VTC brand and the implications the strategy would have across multiple channels, not just the paid campaigns.
- e) Contractor shall understand that while VTC has retained the Contractor for its expertise in developing brand strategy, creative, and production services, ultimately VTC knows its brand and needs best and is the client; and therefore, VTC will have the final say on all such decisions.

2. Account Services

- a) As a true partner, Contractor shall know Virginia and VTC's partners around the Commonwealth. Contractor shall be required, upon VTC's request, and at Contractor's expense, to travel to locations from time to time to meet with partners and become familiar with the Commonwealth's offerings.
- b) Contractor shall have adequate staff to handle frequent client contact, including: project management, strategy adherence, creative review, follow-up analysis, and client billing. Contractor staff (the team assigned to the Contract) shall be nimble and flexible and move quickly as various projects arise and meet required deadlines.
- c) Contractor shall maintain and utilize a detailed Rights Management Program for photography, video, music, and talent. Contractor shall work on this in coordination with VTC staff in order to incorporate required VTC policies already in place to procure VTC's required ownership and unlimited usage rights. Unless otherwise approved by VTC in writing in advance, and then only in rare circumstances, for all shoots or projects where Contractor procures digital media during the performance of this Contract, Contractor shall provide the following ownership and

unlimited usage rights in perpetuity to all digital media, including procuring such rights from photographers, videographers, and models. For the purpose of this Contract, digital media includes any photography/images or videos created, developed and/or produced or used during the performance of this Contract.

- (1) All digital media created, developed and or/produced shall become the sole property of VTC. VTC has unlimited usage rights to all such digital media for an unlimited time to promote Virginia destinations at no additional cost to VTC.
- (2) VTC has the right to use digital media without restriction.
- (3) Digital media may be used by VTC, local tourism offices, the Virginia Film Office, Virginia State Parks, Virginia state agencies, and any other entity VTC deems appropriate in promotional publications, websites, advertising, editorial, advertorial, press kits, video multimedia, social media, the official Virginia state roadmap, all forms of media, or any other use VTC deems appropriate at no additional cost to VTC.
- (4) Contractor shall hire photographer/videographer, film crew, production company, and any other third party as needed for the project and provide VTC with signed Photo and Video Release Consent Form securing these ownership and unlimited usage rights in perpetuity from each. These releases shall give the VTC and their representatives and/or assigns the right and permission to publish and share with others as VTC deems appropriate, without charge, without restriction, in any form of media, for an unlimited time for such digital media.
- (5) Contractor shall also provide VTC with signed Photo and Video Release and Consent Form (Model Release) for any images that include a recognizable face. These releases shall give the VTC and their representatives and/or assigns the right and permission to publish and share with others as VTC deems appropriate, without charge, without restriction, in any form of media, for an unlimited time such digital media.
- (6) Contractor shall provide VTC with signed property releases when necessary, as determined by the VTC, for any imagery that includes a recognizable destination. These

releases shall give the VTC and their representatives and/or assigns the right and permission to publish and share with others as VTC deems appropriate, without charge, without restriction, in any form of media, for an unlimited time the digital media.

- (7) Photographer/Videographer and/or models may use the digital media in their portfolio. Any other use of digital media by photographer/videographer or model(s) shall be approved by VTC in writing prior to use. Contractor shall not use digital media for any use other than the performance of this Contract.
- (8) Contractor, Photographer/Videographer may not sell, lease or otherwise convey ownership of digital media created, developed, and/or produced on behalf of VTC to any other entity. Contractor, Photographer/Videographer may not convey authorization for use of digital media created, developed and/or produced on behalf of VTC to any other entity without explicit approval from VTC in writing.
- d) Contractor shall support VTC's presentation needs at various events, seminars and/or meetings. As such, Contractor shall assist in planning, producing and participating in various presentations through the year.
- e) Contractor shall provide leadership in areas of crisis communications, tourism stakeholder engagement, etc.
- f) Contractor shall be in frequent (often daily) contact with VTC, including weekly status conference calls. While most of the contact will be handled via Zoom, MS Teams, email, and phone calls, Contractor's key account team members shall be required to conduct in-person meetings at VTC's request, and at Contractor's expense.
- g) At Contractor's expense, Contractor account members shall attend the annual VA-1 Governor's Tourism Summit (typically in mid-November); other team meetings and events as determined by VTC; and ESTO, the annual national tourism conference hosted by the U.S. Travel Association, each August.

3. Campaign Creative and Production

- a) Leveraging strategic analysis, research and input from VTC, Contractor shall develop creative that aligns with full-funnel media

strategy, connecting with the consumer along all points of the journey to conversion. Contractor shall work collaboratively and seamlessly with the Media Contractor to align creative and media strategies. Contractor shall include, but not be limited to the following channels: television (broadcast, cable, connected, alternative); digital video; digital media (display, native, rich media, paid social, paid search, etc.); email; print; event and brand activations; radio/audio; and out-of-home (OOH).

- b) Contractor shall execute marketing campaigns that accurately address VTC product and brand positioning, utilizing proven capabilities for high quality and cost efficiency.
- c) Contractor shall understand that while VTC has retained the Contractor for its expertise in developing brand strategy, creative, and production services, ultimately VTC knows its brand and needs best and is the client; and therefore, VTC will have the final say on all such decisions.
- d) Contractor shall identify emerging technology and trends in digital and social media to enhance and expand VTC's digital presence by executing robust, innovative, creative, strategic, and engaging strategies and campaigns that are aligned with the VIFL brand.
- e) Contractor shall work closely with the Media Contractor on paid search and paid social media plans. In this role, Contractor shall provide recommendations for creative deliverables, and may also be required to provide realtime community management, production and management of assets, paid promotions, monthly content planning and additional program support as needed.
- f) Contractor shall maintain timelines and meet deadlines while keeping all appropriate VTC staff informed of project status.
- g) Contractor shall maintain VTC approved production budgets. Contractor shall not exceed any budget without prior written approval of VTC.
- h) Contractor shall, upon VTC's request, manage the creation and/or production of marketing material including, but not limited to: print advertising, copywriting, collateral material, video (broadcast, digital and all other uses), and all forms of digital design.

- i) Contractor shall perform trafficking duties for paid media and other needs for delivering creative files, in collaboration with the Media Contractor.

4. Third Party Contracting/Subcontracting of Services Included in Retainer Fee for Component 1- Creative Contractor

At times, the Contractor may need to contract/subcontract with third parties in order to provide the required services included under the retainer fee. Such contracting/subcontracting may be initiated by Contractor or requested by VTC. Costs for such third-party contracting/subcontracting for services provided under the retainer fee shall be included in the retainer fee.

5. Subcontracting – General – for Component 1 – Creative Contractor

- a) Contractor shall evaluate, hire, administer and provide payment to all subcontractors under this contract.
- b) Contractor shall subcontract with Virginia based businesses/professionals for primary production, talent, and other advertising/marketing related services if at all possible.

6. Staffing for Component 1 - Creative Contractor

- a) Contractor's senior level staff shall provide the services in the areas of creative, copywriting and digital at all times unless otherwise approved by VTC in advance in writing.
- b) Contractor shall provide a minimum of 2 full time account service personnel to service VTC's programs.
- c) Contractor shall include, but not be limited to, the following types of resources to service integrated marketing programs:
 - (1) Advertising – AE's, media, creative, production, copywriting
 - (2) Digital Marketing - AE, some media, digital
 - (3) B2B/Partnership Marketing – AE, creative, production
 - (4) Social Media – AE, social media
 - (5) Research – AE, Strategy

- (6) Public Relations – AE, PR support, crisis communications, media relations

7. Change in Ownership/Name/Staff Assigned for Component 1 – Creative Contractor

Contractor shall notify VTC’s VP of Operations and Finance in writing of its intent to make changes in ownership of the company, name of the company, or staff assigned to the account prior to such change taking place. VTC reserves the right to review such changes to determine its impact on the contract. In the case of staff departure from the Contractor’s employment, VTC shall approve the staff assigned to the account as the replacement.

8. Additional Services/Special Projects Upon VTC Written Request for Component 1 – Creative Contractor
 - a) Third Party Contracting/Subcontracting of Additional Services for Component 1 – Creative Contractor
 - (1) VTC, at its own discretion, may require Contractor to subcontract with certain entities to perform certain tasks or services outside the required services included in the retainer fee (i.e., research, special niche markets, etc.)
 - (2) The Contractor may be required to subcontract specific additional services to meet VTC’s demands upon VTC’s request from time to time. In some instances the Contractor may choose the subcontractor to perform these services; at other times VTC may request the hiring of a specific subcontractor. VTC has the final approval of all subcontractors chosen.
 - (3) In all cases where subcontracting is required for additional services outside of the retainer fee, or special projects, whether requested by VTC or initiated by Contractor, such third party contracting/subcontracting of additional services are not included in the retainer fee. All costs related to such subcontractor(s) will be billed directly to the Contractor by the subcontractor, in the Contractor’s name, and paid by the Contractor. VTC will reimburse the Contractor for the subcontractor’s cost. These requests will be handled through a Work Order process between Contractor and VTC resulting in a contract between Contractor and subcontractor. A Work Order shall be prepared, for the signatures of VTC and Contractor, to include the scope of

work, the deliverables, the timeline, the detailed cost structure as identified by the subcontractor, specific terms and conditions if applicable, and the ability or request for the Contractor to subcontract the services to a specific vendor, if applicable. Once the Work Order has been signed by all parties, the Contractor shall enter into a contract between Contractor and subcontractor for these same services and details, at the same cost, and terms and conditions that may apply, if applicable, as detailed in the Work Order. Contractor shall not charge any markup to VTC. Contractor is responsible for payment to the subcontractor. Upon completion of work Contractor shall invoice VTC for reimbursement. Copies of executed work order and executed contract between Contractor and Subcontractor, along with any applicable receipts shall accompany the invoice for payment.

- b) The following are marketing functions within VTC where Contractor's full services are not required but may be requested from time to time:
- (1) International Marketing – Canadian and other international communication and marketing is coordinated by VTC's international marketing department. Contractor may be requested from time to time to provide services for this department.
 - (2) Research – In addition to the requirement that Contractor shall evaluate the ongoing effectiveness of advertising placed on behalf of VTC, The Contractor may be requested at times as may be required to work with VTC's contracted research firms, to analyze and utilize marketing research information. Contractor may be requested to provide other services for this division from time to time.
 - (3) Partnership Marketing - Contractor may be called upon to develop material designed to build collaboration with the private industry. Materials may range from videos to printed publications. Contractor may be requested to provide other services for this division from time to time.
 - (4) Public Relations – Contractor may be required, upon written request, to provide public relations services for public relations special projects that VTC may deem necessary. Contractor may also be required to work with or coordinate with any PR firms or representatives that VTC

may have contracted with for specific services from time to time. Contractor may be requested to provide other services for this department from time to time.

- (5) The Virginia Film Office (VFO), a division of the VTC, has the responsibility for increasing film and video production in the Commonwealth. The VFO's activities are aimed at attracting out of state business while expanding the existing in-state industry. Upon VTC written request, Contractor may be required to provide services to the VFO from time to time.
- (6) Groups, Meetings and Sports Marketing – Contractor may be requested, in writing, from time to time to provide services such as creative and copywriting, among other services to support this department of VTC.

B. Component 2: Paid Media Agency of Record (Media Contractor)

The Contractor selected for Component 2 shall develop innovative and effective media strategies and plans that will assist in increasing the Commonwealth's share of domestic tourism markets, which will in turn aid in growing Virginia's tourism businesses and the Commonwealth's economy as a whole. As such the Contractor may be required to provide any or all the following services.

1. Media Planning and Buying

- a) Contractor shall make data-driven decisions and think full picture beyond the flashy TV spot. The Contractor shall develop strategy that connects with the consumer along all points of their journey, from awareness to conversion. The Contractor shall constantly push the boundaries for a resourceful and intelligent media strategy.
- b) Contractor shall analyze tourism research that evaluates the profile, demographics and media consumption habits of the Virginia visitor and audience.
- c) Contractor shall translate brand strategy and marketing goals into effective and resourceful media plans.

- d) Contractor shall work closely with VTC's in-house research division, as well as any research firms VTC may have contracted with for specific research, to analyze campaign effectiveness and audience profiles on an ongoing basis. Based on these findings, Contractor shall provide recommendations and optimize as needed for future campaigns.
- e) Contractor shall plan and develop comprehensive media schedules for a fully integrated plan which may include, but not be limited to, the following channels: television (broadcast, cable, connected, alternative); digital video; digital media (display, native, rich media, paid social, paid search, etc.); email; print; event and brand activations; radio/audio; and out-of-home.
- f) Contractor shall identify emerging technology and trends in digital and social media to enhance and expand VTC's digital presence by executing robust, innovative, creative, strategic, and engaging strategies and campaigns that are aligned with the VIFL brand.
- g) Contractor shall execute and implement media buying, and manage the deliverables for television, print, digital, video, audio, and out-of-home placements.
- h) Contractor shall provide a schedule of media buys to the VTC in advance for written approval.
- i) Contractor shall provide monthly reporting and analysis into overall performance and effectiveness of marketing tactics and campaigns. Contractor shall reflect leading industry standard measurements in its reporting.
- j) Contractor shall develop and implement post-media buy evaluation and reporting methodology in order to provide to the VTC the return on investment (ROI) for each buy. Contractor shall also help provide a holistic view of marketing metrics in collaboration with VTC's marketing team.
- k) Contractor shall support VTC's presentation needs at various events, seminars and/or meetings. Contractor shall assist in planning, producing, and participating in various presentations throughout the year.
- l) Contractor shall work closely with the Creative Contractor on paid search and paid social media plans. In this role, Contractor shall provide recommendations for creative deliverables and may also be required to provide realtime community management,

production and management of assets, paid promotions, monthly content planning and additional program support as needed.

- m) Contractor shall work closely with the Creative Contractor to receive creative deliverables and perform trafficking duties for paid media placements.

2. Co-operative Advertising Program – Planning and Management

- a) Using resourceful thinking, Contractor shall develop an efficient and robust co-op program each year that caters to budgets, both big and small.
- b) Contractor shall develop and manage cooperative advertising offerings in conjunction with VTC to both extend the reach of Virginia is for Lovers and provide industry partners effective and affordable paid media opportunities.
- c) Contractor shall provide outreach and support to industry partners regarding co-operative advertising opportunities and media education.
- d) Contractor shall provide services to place, verify, measure, and make timely disbursements for all advertising placements.
- e) Contractor shall conduct monthly evaluations and reporting of overall performance and effectiveness of co-op marketing tactics and campaigns.
- f) Contractor shall assist in planning and producing presentations for various marketing presentations throughout the year.
- g) Overall, Contractor shall provide services for the Co-op program that shall include, but are not limited to: strategy/media concepting, negotiation, placement, invoice management/reconciliation, budget management, analytics/ongoing results analysis, weekly account updates, annual paid media plan, industry advertising plan (co-op), trafficking, on-going client communication, occasional planning sessions with VTC and coordination with the Creative Contractor.

3. Third Party Contracting/Subcontracting of Services Included in Retainer Fee for Component 2 – Media Contractor

A times, the Contractor may need to contract/subcontract with third parties in order to provide the required services included under the retainer fee.

Such contracting/subcontracting may be initiated by Contractor or requested by VTC. Costs for such third-party contracting/subcontracting for services provided under the retainer fee shall be included in the retainer fee.

4. Subcontracting - General for Component 2 – Media Contractor
 - a) Contractor shall evaluate, hire, administer and provide payment to all subcontractors under this contract.
 - b) Contractor shall subcontract with Virginia based businesses/professionals for primary production, talent, and other advertising/marketing related services if at all possible.
5. Staffing for Component 2 – Media Contractor
 - a) Contractor’s senior level staff shall provide media strategy services.
 - b) Contractor shall provide a minimum of 2 full time media personnel to service VTC’s programs.
 - c) Contractor shall include, but not be limited to, the following types of resources to service marketing programs.
 - (1) Paid media strategy, placement, trafficking, and invoice reconciliation
 - (2) Digital Marketing – search and paid social consultation upon request
 - (3) Integrated Marketing – collaboration with Creative Contractor to ensure seamless marketing planning, innovative thinking for paid opportunities beyond “traditional” placements
 - (4) B2B/Partnership Marketing – AE, creative, production
 - (5) Results tracking including ongoing ROI reporting for different levels of stakeholder groups (high-level government administration to VTC staffers)
6. Change in Ownership/Name/Staff Assigned for Component 2 – Media Contractor

Contractor shall notify VTC's VP of Operations and Finance in writing of its intent to make changes in ownership of the company, name of the company, or staff assigned to the account prior to such change taking place. VTC reserves the right to review such changes to determine its impact on the contract. In the case of staff departure from the Contractor's employment, VTC shall approve the staff assigned to the account as the replacement.

7. Additional Services/Special Projects Upon VTC Written Request for Component 2 - Media Contractor
 - a) Third Party Contracting/Subcontracting of Additional Services for Component 2 – Media Contractor
 - (1) VTC, at its own discretion, may require Contractor to subcontract with certain entities to perform certain tasks or services outside the required services included in the retainer fee (i.e., research, special niche markets, etc.).
 - (2) The Contractor may be required to subcontract specific additional services to meet VTC's demands upon VTC's request from time to time. In some instances the Contractor(s) may choose the subcontractor to perform these services; at other times VTC may request the hiring of a specific subcontractor. VTC has the final approval of all subcontractors chosen.
 - (3) In all cases where subcontracting is required for additional services outside of the retainer fee, or special projects, whether requested by VTC or initiated by Contractor, such third party contracting/subcontracting of additional services are not included in the retainer fee. All costs related to such subcontractor(s) will be billed directly to the Contractor by the subcontractor, in Contractor's name, and paid by the Contractor. VTC will reimburse the Contractor for the subcontractor's cost. These requests will be handled through a Work Order process between Contractor and VTC resulting in a contract between Contractor and subcontractor. A Work Order shall be prepared, for the signatures of VTC and Contractor, to include the scope of work, the deliverables, the timeline, the detailed cost structure as identified by subcontractor, specific terms and conditions if applicable, and the ability or request for the Contractor to subcontract the services to a specific vendor, if applicable. Once the Work Order has been signed by all

parties, the Contractor shall enter into a contract between Contractor and subcontractor for these same services and details, at the same cost, and terms and conditions that may apply, if applicable, as detailed in the Work Order.

Contractor shall not charge any markup to VTC.

Contractor is responsible for payment to the subcontractor.

Upon completion of work, Contractor shall invoice VTC for reimbursement. Copies of executed Work Order and executed contract between Contractor and Subcontractor, along with any applicable receipts shall accompany the invoice for payment.

- b) The following are marketing functions within VTC where Contractor's full services are not required but may be requested from time to time:
- (1) International Marketing – Canadian and other international communication and marketing is coordinated by VTC's international marketing department. Contractor may be requested from time to time to provide media services for this department.
 - (2) Research – In addition to the requirement that Contractor shall evaluate the ongoing effectiveness of advertising placed on behalf of VTC, The Contractor may be requested at times as may be required to work with VTC's contracted research firms, to analyze and utilize marketing research information. Contractor may be requested to provide other media services for this division from time to time.
 - (3) Partnership Marketing - Contractor may be requested to provide media services for this division from time to time.
 - (4) Public Relations – Contractor may be required to work with or coordinate with any PR firms or representatives that VTC may have contracted with for specific services from time to time. Contractor may be requested to provide other media services for this department from time to time.

- (5) The Virginia Film Office (VFO), a division of the VTC, has the responsibility for increasing film and video production in the Commonwealth. The VFO's activities are aimed at attracting out-of-state business while expanding the existing in-state industry. Upon VTC written request, Contractor may be required to provide media services to the VFO from time to time.
- (6) Groups, Meetings and Sports Marketing – Contractor may be requested, in writing, from time to time to provide media services to support this department of VTC.

C. Accounting and Billing - All Components

1. The Contractor(s) shall furnish to the VTC, in advance, a written cost estimate of all expenditures in connection with all services or projects recommended by the Contractor(s) or requested by the VTC that are not included in the retainer fee. Prior to undertaking any projects, or committing any VTC funds, the Contractor(s) shall obtain written authorization from the VTC.
2. For costs not covered by the retainer fee, the Contractor(s) shall prepare and deliver to the VTC an invoice with an accounting of the expenditures for the previous month and a cumulative total for the contract period. All invoices are to be submitted monthly by the 10th day of the month following the expenditure.
3. All invoices submitted to the VTC for payment shall be itemized, sorted by project and shall be accompanied by back-up materials supporting each invoice, which could include a cost estimate for the job, other supplier invoices for outside services, a copy of the written authorization from the VTC and written explanation and justification for any overages which may have occurred.
4. Contractor shall prepare and deliver to VTC monthly retainer invoices for the previous month by the 10th day of the following month.
5. All invoices submitted to the VTC by the Contractor shall show the contract number, and if other than the retainer fee, the job number/project number. Failure to provide the contract number shall result in the invoice being returned to the Contractor. The VTC shall not be liable for any resulting delays in payment. Invoices shall be submitted to:

Virginia Tourism Corporation
Attn: Brand Management Department
One James Center
901 East Cary Street, Suite 900
Richmond, Virginia 23219-4048

- D. **Staff Changes – All Components**
For the term of the contract, to include any renewal period, Contractor shall not change primary or secondary staff assigned to VTC, with the exception of employee departures, or subcontractors and their staff, without VTC's prior written permission. VTC shall have the ability to interview and approve such new staff assigned to VTC.
- E. **Small, Women, and Minority-Owned Business (SWAM) Participation – All Components**
1. Contractor shall, where it is practicable, provide every opportunity for the participation of Virginia Department of Small Business and Supplier Diversity (VDSBSD)-certified small businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities in the performance of this contract. This shall include VDSBSD-certified women-owned and minority-owned businesses when they have received VDSBSD small business certification. NOTE: For the purposes of this RFP and any resulting contract, "VDSBSD-certified" means that the business has been certified by the Virginia Department of Small Business and Supplier Diversity.
 2. Contractor shall submit to VTC reports of expenditures with VDSBSD-certified small, woman-owned, and minority-owned businesses during the performance of the contract. The due date, frequency, format, and details of the report will be determined by VTC in order to coincide with VTC's mandated reporting requirements.

IV. Ownership of Material and Databases

All artwork, electronic files and databases, all data, photography, videography, footage, digital images, and all reports and materials used, created, or produced during the performance of this contract, shall be the property of the VTC and shall not be used by Contractor for any use other than fulfilling the obligations under this contract without VTC's prior written consent. The Contractor may not sell or share any of this information without the prior written consent of the VTC. All property of VTC shall be turned over to the VTC within 10 business days upon completion or termination of the contract in a format to be determined by VTC.

V. Proposal Preparation and Submission Requirements

A. General Requirements – Component 1 and Component 2

1. VTC reserves the right to cancel or postpone the RFP for any reason at any time prior to the proposal submittal deadline. If VTC postpones the RFP after a mandatory pre-proposal conference, only those parties that attended the conference will be permitted to submit a proposal when the process re-starts. Those Proposers will be notified in writing by mail delivery, or email of any cancellation or postponement. Proposers will also be notified in like manner of the procedure that will be followed should the process be resumed.
2. The VTC is seeking a single Contractor (Offeror) or multiple Contractors (Offerors) to serve as VTC’s creative agency of record (Creative Contractor) and paid media agency of record (Media Contractor) to work with VTC’s Brand Department to analyze tourism research for strategy and execution of integrated marketing programs. This RFP, therefore, has been divided into two major components: Component 1 – Creative Agency of Record, and Component 2 – Paid Media Agency of Record. Offeror may submit a proposal for a single component (Component 1 or Component 2) or submit individual proposals for each component for which they wish to be considered. Should Offeror choose to submit a proposal for both components, Offeror must submit separate and complete proposals for each component for which it seeks to be considered. Offeror may not submit one proposal that includes both components. For each proposal submitted, Offeror shall follow the instructions in Section V in its entirety. All instructions pertain to each proposal for each component.
3. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP on the form to be provided by VTC. **One (1) original hard copy, so marked,** of each proposal, placed in separate three-ring binders, must be submitted to the VTC. Also submit **ten (10) electronic copies on flash drives.** The electronic document on flash drive must be Microsoft Word or PDF format. Be sure to label the outside of each flash drive with the Offeror’s company name and component for which you are proposing. The Offeror shall make no other distribution of the proposal.

NOTE: If you are submitting, as part of your proposal, trade secrets or proprietary information and are invoking the protections of Section 2.2-4342 of the Code of Virginia in writing as required, then **in addition to** the original completed hard copy and required number of flash drives above, you must also follow the directions in Section V. A. 4. f) below for redacting the data **AND submit 1 original redacted hard copy, so marked,** and **1 electronic redacted copy on flash drive, so marked.** If you fail to provide these **additional redacted hard and electronic**

versions, then VTC assumes no liability or responsibility for disclosure or use of such data or information. If you submit the redacted hard copy and redacted electronic version “ONLY” instead of “IN ADDITION TO the completed copies”, then your proposal may be rejected. The original, and committee members’ versions on flash drives must include the complete version without any redactions. The redacted hard copy and electronic copy (flash drive) will be placed in the file and open for inspection.

4. Proposal Preparation:

- a) An authorized representative of the Offeror shall sign the proposal on the proposal cover sheet provided. All information requested must be submitted. Failure to submit all information requested may result in the VTC requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Failure to submit your proposal on the required VTC form (Proposal Submission Document) or not following the instructions for submitting your proposal may result in the VTC rejecting your proposal or giving a lowered evaluation of the proposal. Proposals missing any required information identified in Section V. B., Proposal Submission Requirements – Component 1 – Creative Agency of Record, or Section V. C., Proposal Submission Requirements – Component 2 – Paid Media Agency of Record (as applicable), may be rejected. Proposals, which are substantially incomplete or lack key information, may be rejected by the VTC. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. **Proposals received after 5 p.m. EDT on May 3, 2023 will not be considered. THERE ARE NO EXCEPTIONS TO THIS. Proposals submitted electronically will not be considered.** No deliveries will be received on official Virginia holidays or when Virginia state offices are closed.
- b) Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c) Proposals should be organized in the order in which the requirements are presented in Section V. B. Proposal Submission Requirements – Component 1 – Creative Agency of Record, or Section V. C. Proposal Submission Requirements – Component 2 – Paid Media Agency of Record (as applicable) of the RFP, below, using the Proposal Submission Document that will be provided by the VTC to participants who attend the mandatory pre-proposal conference/teleconference. All pages of the proposal should be

numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. Cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Provide all information requested on the proposal submission document in the exact location it is requested. If you have provided the information in another area, repeat the information again. Do not refer us to another section to find the information. Proposals that are not organized in this manner risk elimination from consideration or could result in scoring degradation.

- d) Each hard copy of the proposal should be 3-ring bound individually, in a single volume where practical. All documentation submitted with the proposal should be contained in each hard copy. The electronic copies on flash drive must also contain all proposal pages and attachments to proposal including the RFP and the completed and signed RFP cover sheet.
- e) Identification of Proposal Envelope
The proposal and all copies and flash drives should be submitted in an envelope or package, sealed, and identified as follows:

From:	May 3, 2023, 5 p.m. EDT
Name of Offeror	Due Date
Street or Box Number	Time
City, State, Zip Code	23-092
	RFP No.
	Creative and Paid Media AOR 2023
	RFP Title

Attention: Terry Minor

The envelope should be addressed as directed above and delivered as directed on the cover page of the RFP.

If the proposal is not in an envelope or packaging marked as described above, the Offeror takes the risk that the envelope may

be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other Proposals should be placed in the envelope.

- f) Ownership of data, materials, and documentation originated and prepared for the VTC pursuant to the RFP, including information presented at oral presentations should they be conducted, shall belong exclusively to the VTC, and can be used by VTC as VTC deems necessary, 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. To prevent disclosure, however, the Offeror must invoke the protections of Section 2.2-4342 of the Code of Virginia, in writing, 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, along with the damage that can be caused if the information was not protected. 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.** If the Offeror determines that part or parts of its proposal are trade secrets or proprietary information that is not to be open to public inspection, the Offeror must **also submit an additional hard copy and an additional electronic copy on flash drive** of its proposal that eliminates such part or parts. These shall be identified with the words **“REDACTED COPY”** prominently displayed on the cover of both the hard copy and electronic copy. The redacted copies (both hard and electronic) should also state which sections/pages or information has been removed. 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. See section V. A. 3 above for additional information on submission of redacted copies.

5. Oral Presentation: Offerors submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal to the VTC. This provides an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal to the VTC. This is a fact finding and explanation session only and does not include negotiation. The VTC will schedule the time and location of these presentations should they be needed. Oral presentations are an option of

the VTC and may or may not be conducted. Therefore, the proposal must be complete. If oral presentations are conducted, any information provided during the presentations becomes the property of VTC and may be used by VTC as VTC deems necessary whether or not the presenter is awarded a contract.

6. Financial Statements: Financial statements may be requested by VTC at its discretion.
7. State Corporation Commission Form (Attachment C). Offeror is required to complete this form and submit with proposal. This is a mandatory requirement. Proposals missing this completed form may be rejected. See Section IX, General Terms, Item X. Authorization to Conduct Business In the Commonwealth, and Section X. Special Terms and Conditions, Item M. State Corporation Commission Identification Number. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided (Attachment C).

B. Proposal Submission Requirements – **Component 1 – Creative Agency of Record**

(NOTE: If you are submitting a proposal for Component 1 – Creative Agency of Record, follow directions in V. A. and V. B. Do not submit as part of your proposal for Component 1 those items requested in V. C.) Proposals should be as complete and succinct as possible so that the VTC may properly evaluate offeror capabilities to provide the required services. The Offeror is required to include the following items in their proposal:

1. Return of a complete unaltered copy of this RFP in its entirety.
2. Signed and executed RFP cover sheet.
3. All addenda, and acknowledgments, if any; Flash drives; as well as redacted hard copy and redacted electronic copy of proposal should the Offeror wish to invoke the protections of Section 2.2-4342 of the Code of Virginia.
4. A complete response to this RFP on the form to be provided by VTC following the instructions in Section V., Proposal Preparation and Submission Requirements, Items A. and B. This form (Proposal Submission Document) will be provided after the Mandatory Virtual Pre-proposal Conference to those in attendance at the Virtual Conference only.

YOU MUST USE THE PROPOSAL SUBMISSION DOCUMENT FOR YOUR RESPONSE.

5. Completed “Offeror’s Information” form. (Attachment A) for Offeror **AND** one each for all proposed subcontractors to be used under this Contract.
6. Completed State Corporation Commission Form (Attachment C). This is a mandatory requirement. Proposals missing this completed form may be rejected. See Section X. Special Terms and Conditions, Item M. State Corporation Commission Identification Number. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided.
7. Offeror Qualifications and Experience – Component 1: Creative Agency of Record

Describe Offeror’s specific capabilities, qualifications and past experience for providing the proposed services including, but not limited to:

- a) Provide a written explanation of Offeror qualifications to include experience in providing the services described herein. This should include specific examples of successfully building a brand, particularly in the travel/tourism industry if applicable. This should also include examples of any proven ability to solve marketing challenges with less-than-ideal budgets. Also include experience in the area of marketing to include traditional, web-based executions, social media strategies and live activations.
- b) Demonstrate experience by providing name, address, and phone number of travel or tourism related accounts for whom the firm/team has performed this type of service within the past 3 years, along with a brief description of work performed for each account. Include the names of the team members who worked on these accounts. Be sure to include current or past clients for other states, conventions and visitors bureaus, destination marketing organizations, cities, counties, and for all travel or tourism related within a 500-mile radius.
- c) Provide a list of your five top accounts by gross billings for the two (2) most recent fiscal years.

- d) Provide names, addresses, and experience of any **subcontractors** that will be used in the day-to-day performance of this contract in delivering services described in this proposal. For example, if your agency does not have web design/development capabilities, provide information on your planned subcontractor partner firm. Include a discussion of Offeror's direct experience with the specific subcontractors.
- e) Provide an example or examples of superior execution of subcontracting needs of a current or past client. Include the dates.
- f) Provide evidence of ability to conveniently, efficiently and promptly service an account located at VTC offices in Richmond, Virginia. VTC will not pay for transportation/travel costs or staff time to travel to VTC office in Richmond.
- g) Is Offeror a member of the Screen Actors Guild – American Federation of Television and Radio Artists (SAG-AFTRA)? Please answer yes or no. VTC requires that the Contractor secure VTC required, very specific ownership and unlimited, unrestricted usage and sharing rights, in all forms of media, in perpetuity to all digital media including procuring such rights from photographers, videographers, models, film crew, production company and any third party as needed for the project. Digital media includes any photography/images or videos created, developed and/or produced or used during the performance of this contract. See the Statement of Needs for Component 1 (Creative Contractor) for details of such rights required. VTC understands that if Offeror is a member of SAG-AFTRA, there may be a potential issue with securing all VTC's required rights and that the price for such rights may be prohibitive. Please provide an explanation of Offeror's solution to securing all of VTC's required rights and doing so in a cost-effective manner, if Offeror is SAG-AFTRA. If Offeror is not SAG-AFTRA and there will not be an issue in securing such required rights in a cost-effective manner, please state so.

8. Personnel Qualifications and Experience – Component 1 – Creative Agency of Record

- a) Provide an organizational chart of your company, showing key creative and production personnel assigned to this account and their role in the account. Include any new positions that would be created as a result of receiving the award of this Contract.
- b) Provide organization chart(s) of any proposed **subcontractor(s)** to provide services under this contract. Identify names and positions

on the chart of personnel that will work on this account. Include any new positions that would be created as a result of receiving the award of this Contract.

- c) Identify the persons within your firm and/or any proposed subcontractor who will manage the account on a day-to-day basis, who will back up the manager, and who will have final responsibility for account management, subcontractor management if any, broadcast and print production, and creative, and who will perform other duties under this contract.
- d) Provide one-page vitae of each person assigned to this contract.
- e) Provide a description of the experience in the area of marketing to include traditional and web-based executions of the team members who will be assigned to this contract.

9. Demonstrated Creative Experience – Component 1 – Creative Agency of Record

- a) Provide details of three examples of ground-breaking branding campaigns completed for a recent client(s) that were based on research, had specific goals, leveraged resources, and demonstrates your creativity and leveraging of funds. The examples should demonstrate the ability to solve a marketing problem in the Offeror's area of expertise (creative). Include the dates. Please include performance measurements and results of these branding campaigns.
- b) Provide information about the Offeror's approach to marketing and methodology in creating effective marketing solutions. Include any information about how the Offeror stays up to date on emerging trends.

10. Understanding of Virginia – Component 1 – Creative Agency of Record

- a) Provide evidence of the Offeror's understanding of Virginia's tourism product, national travel tourism trends and forecasts, and Virginia's potential to capture or increase market share.
- b) Provide detail on how the Offeror will continue to learn about Virginia and the tourism industry.

11. Compensation Proposal for Component 1 – Creative Agency of Record

- a) Provide a proposed fee structure that meets all stated needs for all services under Component 1 – Creative Agency of Record. Offeror’s proposed fee structure shall include a list of the Offeror’s expected resources in services and billable hours and the proposed monthly retainer which shall include Brand Strategy Planning and Management Services, Account Services, Campaign Creative and Production, Staffing for Component 1, Administrative services, day-to-day operating expenses and travel. In addition, the retainer fee shall include costs for periodic services, as needed, for the various divisions and departments within VTC to include, but not be limited to research, public relations, social media, digital marketing, partnership marketing, international and film, groups, meetings and sports marketing. The following services, and costs for such, shall also be included in the proposed monthly retainer fee as part of the overall management of the services to be provided to VTC under Component 1 – Creative Agency of Record: all travel costs and expenses unless otherwise addressed in this RFP, formal presentations, regular status meetings, and occasional planning sessions with VTC and coordination with Media Contractor. All costs for key account team member staff time and travel expenses to attend all meetings, whether in person, on the phone, or virtual shall be included in the retainer fee. All costs related to staff time and travel expenses for Account team members required attendance at VA-1 Governor’s Tourism Summit and other key meetings and events and ESTO shall be included in the retainer fee. Any costs associated with the planning, production, participation, and attendance in various presentations through the contract period shall be included in the retainer fee. VTC will not pay for any travel costs or travel time for providing any of the services for Component 1 unless identified as such elsewhere in this RFP. Creativity is encouraged. Be clear and specific on what is included in the retainer fee. Provide a proposed total annual cost of the contract that includes the monthly retainer fee and other itemized costs, and explanation of cost.

- b) Offeror shall provide costs and hourly rates for any services that may be required above and beyond the proposed range of services and hours included in proposed monthly retainer. Be sure to clearly identify and separate those costs/services included in the monthly retainer fee, and the services, costs, and hourly rates for those not included in the retainer fee. For those not included, the services and related costs and rates shall be itemized and addressed. All such costs shall be at cost and shall not include any markup.
- c) Provide a list of staff by title and hourly rates associated with such staff for costs for services to be performed for special projects outside of the retainer fee.
- d) All costs, services, and hours, and hourly rates associated with the contract shall be itemized and clearly documented in the proposal. Any costs for services and hours outside of this will be rejected unless previously agreed upon in writing by the VTC.
- e) Costs for third party contracting/subcontracting for services included in the retainer fee, shall be included in the retainer fee as well, whether or not these third party contracting/subcontracting services were initiated by Contractor or requested by VTC in order to provide the required services included in the retainer fee.
- f) Costs for VTC-approved travel expenses for Creative Contractor staff during production shoots are excluded from the retainer fee. All such travel costs shall be included and itemized in the production budget and approved by VTC in writing prior to incurring such costs. In order to be reimbursed, Contractor shall follow VTC's travel policies and procedures and submit documentation and itemized receipts for such pre-approved expenses. Expenses that are not within the guidelines will not be reimbursed. Contractor shall invoice VTC for such expenses upon completion of all services included in the approved production shoot based on the approval documents (Work Orders).
- g) Costs not included in the monthly retainer fee shall be specifically addressed in the proposed compensation. However, any cost/fee not included in the retainer fee, to include, but not be limited to, any third-party costs, expenses, out-of-pocket production costs, etc. shall be at cost with no markup.
- h) All costs not included in the retainer fee will require advanced written approval. Requests for such services will be handled through a Work Order process requiring signatures of VTC VP of

Operations and Finance and Contractor, and shall include the details of the scope of work, timeline for services, costs, etc. Should any of these services require third-party contracting/subcontracting, Contractor shall enter into such contracts with third party in Contractor's name, not on behalf of VTC. All such third-party costs shall be billed directly to the Contractor by the subcontractor, in the Contractor's name, and paid by the Contractor. VTC will reimburse the Contractor for the subcontractor's cost upon conclusion of the services addressed in the Work Order. Contractor shall not charge any markup to VTC. Copies of executed Work Order, executed contract between Contractor and subcontractor, along with any applicable receipts shall accompany the invoice for payment.

12. Small, Women, and Minority-Owned Business (SWAM) Participation – Component 1- Creative Agency of Record

The VTC is required to provide every opportunity for the participation of Virginia Department of Small Business and Supplier Diversity (VDSBSD)-certified small businesses. This shall include VDSBSD-certified women-owned and minority-owned businesses when they have received VDSBSD small business certification (SWAM). The VTC also requires Contractor to provide every opportunity for the participation of VDSBSD-certified small businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities in the performance of this contract. **NOTE: For the purposes of this RFP and any resulting contract, "VDSBSD-certified" means that the business has been certified by the Virginia Department of Small Business and Supplier Diversity.**

- a) Complete Small Business (SWAM) Utilization Plan (Attachment B). If offeror is a Virginia Department of Small Business and Supplier Diversity (VDSBSD)-certified small business (or Woman- or Minority- owned business when they have also received VDSBSD Small Business Certification), be sure to complete the certification information on the first page. Offeror must be certified by VDSBSD as a Small Business (SWAM) vendor by the proposal due date and complete the certification information on the first page of Attachment B in order to be awarded the available points.
- b) If you are not a VDSBSD-certified small business, provide strategies to ensure these VDSBSD-certified SWAM vendors are given every consideration to be included in your subcontracting plans. Do this by filling in the table on the second page of Attachment B to show your firm's plans for utilization of

VDSBSD-certified small businesses in the performance of this contract. This should not exclude woman-owned or minority-owned businesses who have also received VDSBSD small business certification. The subcontractors you are proposing to use must be certified by VDSBSD by the Proposal due date and the information must be provided on Attachment B in order for Offeror to be awarded available points.

C. Proposal Submission Requirements – Component 2 – Paid Media Agency of Record

(NOTE: If you are submitting a proposal for Component 2 – Paid Media Agency of Record, follow directions in V. A. and V. C. Do not submit as part of your proposal for Component 2 those items requested in V. B.) Proposals should be as complete and succinct as possible so that the VTC may properly evaluate offeror capabilities to provide the required services. The Offeror is required to include the following items in their proposal:

1. Return of a complete unaltered copy of this RFP in its entirety.
2. Signed and executed RFP cover sheet.
3. All addenda, and acknowledgments, if any; Flash drives; as well as redacted hard copy and redacted electronic copy of proposal should the Offeror wish to invoke the protections of Section 2.2-4342 of the Code of Virginia.
4. A complete response to this RFP on the form to be provided by VTC following the instructions in Section V., Proposal Preparation and Submission Requirements, Items A. and C. This form (Proposal Submission Document) will be provided after the Mandatory Virtual Pre-proposal Conference to those in attendance at the Virtual Conference only. **YOU MUST USE THE PROPOSAL SUBMISSION DOCUMENT FOR YOUR RESPONSE.**
5. Completed “Offeror’s Information” form. (Attachment A) for Offeror and one each for all proposed subcontractors to be used under this Contract.

6. Completed State Corporation Commission Form (Attachment C). This is a mandatory requirement. Proposals missing this completed form may be rejected. See Section X. Special Terms and Conditions, Item M. State Corporation Commission Identification Number. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided.

7. Offeror Qualifications and Experience – Component 2: Paid Media Agency of Record

Describe Offeror's specific capabilities, qualifications and past experience for providing the proposed services including, but not limited to:

- a) Provide a written explanation of Offeror qualifications to include experience in providing the services described herein. This should include specific examples of successfully executing a paid media strategy, particularly in the travel industry if applicable. This should also include examples of any proven ability to solve marketing challenges with less-than-ideal budgets. Also include experience in the area of marketing to include traditional, web-based executions, social media strategies and live activations.
- b) Demonstrate experience by providing name, address, and phone number of travel or tourism related accounts for whom the firm/team has performed this type of service within the past 3 years, along with a brief description of work performed for each account. Include the names of the team members who worked on these accounts. Be sure to include current or past clients for other states, conventions and visitors bureaus, destination marketing organizations, cities, counties, and for all travel or tourism related within a 500-mile radius.
- c) Provide a list of your five top accounts by gross billings for the two (2) most recent fiscal years.
- d) Provide a list of your top five media placement accounts by gross billings for the two (2) most recent fiscal years.
- e) Provide names, addresses, and experience of any **subcontractors** that will be used in the day-to-day performance of this contract in delivering services described in this proposal. For example, if your agency does not have web design capabilities, provide information

on your planned subcontractor partner firm. Include a discussion of Offeror's direct experience with the specific subcontractors.

- f) Provide an example or examples of superior execution of subcontracting needs of a current or past client. Include the dates.
- g) Provide evidence of ability to conveniently, efficiently and promptly service an account located at VTC offices in Richmond, Virginia. VTC will not pay for transportation/travel costs or staff time to travel to VTC office in Richmond.

8. Personnel Qualifications and Experience – Component 2 – Paid Media Agency of Record

- a) Provide an organizational chart of your company, showing key media personnel assigned to this account and their role in the account. Include any new positions that would be created as a result of receiving the award of this Contract.
- b) Provide organization chart(s) of any proposed **subcontractor(s)** to provide services under this contract. Identify names and positions on the chart of personnel that will work on this account. Include any new positions that would be created as a result of receiving the award of this Contract.
- c) Identify the persons within your firm and/or any proposed subcontractor who will manage the account on a day-to-day basis, who will back up the manager, and who will have final responsibility for account management, subcontractor management if any, media, and who will perform other duties under this contract.
- d) Provide a one-page vitae of each person assigned to this contract.
- e) Provide a description of the experience in the area of marketing to include traditional and web-based executions of the team members who will be assigned to this contract.

9. Demonstrated Media Experience Portfolio – Component 2 – Paid Media Agency of Record

Provide details of three examples of ground-breaking branding campaigns completed for a recent client(s) that were based on research, had specific goals, leveraged resources, and demonstrates your creativity and leveraging of funds. The examples should demonstrate the ability to solve a marketing problem in the Offeror's area of media expertise. Include the

dates. Please include performance measurements and results of these branding campaigns.

Provide information about the Offeror's approach to marketing and methodology in creating effective marketing solutions. Include any information about how the agency stays up to date on emerging trends.

10. Understanding of Virginia – Component 2 – Paid Media Agency of Record

- a) Provide evidence of the Offeror's understanding of Virginia's tourism product, national travel tourism trends and forecasts, and Virginia's potential to capture or increase market share.
- b) Provide detail on how the Offeror will continue to learn about Virginia and the tourism industry.

11. Compensation Proposal – Component 2 – Paid Media Agency of Record

- a) Provide a proposed fee structure that meets all stated needs for all services under Component 2 – Paid Media Agency of Record. Offeror's proposed fee structure shall include a list of the Offeror's expected resources in services and billable hours and the proposed monthly retainer which shall include Media Planning and Buying, Media Strategy, Media Negotiation and Placement, Trafficking, Ongoing Results/Analytics tracking, Co-operative Advertising Program services, Staffing for Component 2, Administrative services, day-to-day operating expenses and travel. In addition, the retainer fee shall include costs for periodic services, as needed, for the various divisions and departments within VTC to include, but not limited to research, public relations, social media, digital marketing, partnership marketing, international and film, groups, meetings and sports marketing. The following services, and costs for such, shall also be included in the proposed monthly retainer fee as part of the overall management of the services to be provided to VTC under Component 2 – Paid Media Agency of Record: all travel costs and expenses, formal presentations, regular status meetings, and occasional planning sessions with VTC and coordination with Creative Contractor. All costs for key account team member staff time and travel expenses to attend all meetings, whether in person, on the phone, or virtual shall be included in the retainer fee. All costs related to staff time and travel expenses for Account team members required attendance at VA-1 Governor's Tourism Summit and other key meetings and events and ESTO shall be included in the retainer fee. Any costs associated with the planning, production, participation, and attendance in various

presentations through the contract period shall be included in the retainer fee. VTC will not pay for any travel costs or travel time for providing any of the services for Component 2. Creativity is encouraged. Be clear and specific on what is included in the retainer fee. Provide a proposed total annual cost of the contract that includes the monthly retainer fee and other itemized costs, and explanation of cost.

- b) Offeror shall provide costs and hourly rates for any services that may be required above and beyond the proposed range of services and hours included in proposed monthly retainer. Be sure to clearly identify and separate those costs/services included in the monthly retainer fee and the services, costs, and hourly rates for those not included in the retainer fee. For those not included, the services and related costs and rates shall be itemized and addressed. All such costs shall be at cost and shall not include any markup.
- c) Provide a list of staff by title and hourly rates associated with such staff for costs for services to be performed for special projects outside of the retainer fee.
- d) All costs, services, and hours, and hourly rates associated with the contract shall be itemized and clearly documented in the proposal. Any costs for services and hours outside of this will be rejected unless previously agreed upon in writing by the VTC.
- e) Costs for third party contracting/subcontracting for services included in the retainer fee, shall be included in the retainer fee as well, whether or not these third party contracting/subcontracting services were initiated by Contractor or requested by VTC in order to provide the required services included in the retainer fee.
- f) Costs not included in the monthly retainer fee shall be specifically addressed in the proposed compensation. However, any cost/fee not included in the retainer fee, to include, but not be limited to, any third-party costs, expenses, out-of-pocket costs, media buy costs, etc. shall be at cost with no markup.
- g) All costs not included in the retainer fee will require advanced written approval. Requests for such services will be handled through a Work Order process requiring signatures of VTC VP of Operations and Finance and Contractor, and shall include the details of the scope of work, timeline for services, costs, etc. Should any of the services require third-party contracting/subcontracting, Contractor shall enter into such contracts with third

party in Contractor's name, not on behalf of VTC. All such third-party costs shall be billed directly to the Contractor by the subcontractor, in the Contractor's name, and paid by the Contractor. VTC will reimburse the Contractor for the subcontractor's cost upon conclusion of the services addressed in the Work Order. Contractor shall not charge any markup to VTC. Copies of executed Work Orders, executed contract between Contractor and subcontractor, along with any applicable receipts shall accompany the invoice for payment.

12. Small, Women, and Minority-Owned Business (SWAM) Participation – Component 2 – Paid Media Agency of Record

The VTC is required to provide every opportunity for the participation of Virginia Department of Small Business and Supplier Diversity (VDSBSD)-certified small businesses. This shall include VDSBSD-certified women-owned and minority-owned businesses when they have received VDSBSD small business certification (SWAM). The VTC also requires Contractor to provide every opportunity for the participation of VDSBSD-certified small businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities in the performance of this contract. **NOTE: For the purposes of this RFP and any resulting contract, "VDSBSD-certified" means that the business has been certified by the Virginia Department of Small Business and Supplier Diversity.**

- a) Complete Small Business (SWAM) Utilization Plan (Attachment B). If offeror is a Virginia Department of Small Business and Supplier Diversity (VDSBSD)-certified small business (or Woman- or Minority- owned business when they have also received VDSBSD Small Business Certification), be sure to complete the certification information on the first page. Offeror must be certified by VDSBSD as a Small Business (SWAM) vendor by the proposal due date and complete the certification information on the first page of Attachment B in order to be awarded the available points.
- b) If you are not a VDSBSD-certified small business, provide strategies to ensure these VDSBSD-certified SWAM vendors are given every consideration to be included in your subcontracting plans. Do this by filling in the table on the second page of Attachment B to show your firm's plans for utilization of VDSBSD-certified small businesses in the performance of this contract. This should not exclude woman-owned or minority-owned businesses who have also received VDSBSD small business certification. The subcontractors you are proposing to use must be

certified by VDSBSD by the Proposal due date and the information must be provided on Attachment B in order for Offeror to be awarded available points.

VI. Evaluation and Award Criteria

A. Award of Contract

As VTC is seeking a single Contractor (Offeror) or multiple Contractors (Offerors) to serve as VTC’s Creative Agency of Record - Component 1, and Paid Media Agency of Record -Component 2, VTC will evaluate and award proposals for each Component separately. The Offeror(s) deemed to be fully qualified and best suited among those submitting proposals for Component 1 and Component 2 would be identified using the evaluation factors stated below. (See VI. B. below for evaluation criteria for Component 1. See VI. C. below for evaluation criteria for Component 2.) The scoring process, however, is not the sole determinant for contract award. The VTC will select the Offeror(s), which in its opinion has made the best proposal, and upon successful negotiations will award the contract to that Offeror(s). The VTC may cancel this RFP or reject proposals at any time prior to the award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should it be determined in writing only one Offeror is fully qualified, or one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to the Offeror. The award document will be a contract incorporating by reference the terms and conditions of the solicitation and Contractor’s proposal as negotiated.

B. Evaluation Criteria Component 1 – Creative Agency of Record

The VTC seeks a contract for goods and services described herein and as modified through negotiations with the responding Offeror submitting the best proposal. The written proposals, and any demonstrations or oral presentations, if applicable, will be evaluated and judged by the VTC based on the following criteria:

	Maximum Point Value
1. Offeror Qualifications and experience in providing services described herein.	20
2. Qualifications and Experience of the personnel and number of personnel assigned to this project.	20
3. Demonstrated creative experience of Offeror.	45
4. Understanding of Virginia	5
5. Compensation Proposal.	5
6. SWAM	5
	5
Total	100

- C. Evaluation Criteria Component 2 – Paid Media Agency of Record
 The VTC seeks a contract for goods and services described herein and as modified through negotiations with the responding Offeror submitting the best proposal. The written proposals, and any demonstrations or oral presentations, if applicable, will be evaluated and judged by the VTC based on the following criteria:

	Maximum Point Value
1. Offeror Qualifications and experience in providing services described herein.	20
2. Experience of the personnel and number of personnel assigned to this project.	20
3. Demonstrated media experience of Offeror.	45
4. Understanding of Virginia	5
5. Compensation Proposal	5
6. SWAM	5
Total	100

- D. Clarification Process
 Offerors may be requested to clarify ambiguities or information presented in the proposal. Clarifications may be sought throughout the process of evaluation. It is incumbent on the Offeror to respond adequately and in a timely fashion to these requests. Selected Offerors may also be required to present their proposals orally, after which time the selected Offerors will be re-evaluated, if applicable.

After the closing date, no additional information will be accepted from the Offerors except that information requested by the VTC as clarification. Offerors are to make no unsolicited contact with any VTC personnel during the evaluation period. Extraordinary requests for exception to this prohibition against contact with VTC personnel may be directed to the person identified on the cover sheet for this request for proposal.

VII. Single Point of Contact (SPOC)

Submit all inquiries concerning this RFP in writing by email, subject: “Questions on Creative and Paid Media AOR 2023 RFP” to:

SPOC: Terry Minor
 Email: CreativeAndMediaAOR2023RFP@virginia.org

VTC does not guarantee a response to questions received less than five (5) business days prior to the proposal due date. No questions will be addressed orally.

To ensure timely and adequate consideration of proposals, potential Offerors are to limit all contact pertaining to this RFP to the designated SPOC for the duration of this procurement process.

VIII. Mandatory Virtual Pre-Proposal Conference

A **MANDATORY pre-proposal virtual conference** will be held at **10:00 a.m., EDT, on April 5, 2023**. The purpose of this mandatory virtual conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. All of the requirements are set forth in the RFP and will not be provided during the virtual conference. It is suggested that you have the RFP handy during the virtual conference. The agenda will include an overview of the RFP format and review of the proposal preparation instructions in detail. There will be no opportunities for private or individual presentations.

Due to the importance of all Offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, **participation at this virtual conference is MANDATORY and will be a prerequisite for submitting a proposal. Proposals will only be accepted from those Offerors who attended this mandatory virtual pre-proposal conference.** Attendance at the virtual conference will be evidenced by the representative's name given during the virtual conference as a participant. Be sure you acknowledge your presence when your name is called out during roll call. If you do not acknowledge your presence during roll call you will not be considered in attendance and therefore will not be able to submit a proposal. No one will be admitted once roll call has been completed.

To participate in the mandatory virtual pre-proposal conference, Offerors MUST register in advance by sending an email to CreativeAndMediaAOR2023RFP@virginia.org **not later than 4 p.m., EDT, April 3, 2023**. The following information must be provided during pre-registration: Name of Company, Name of Participant(s), Email address(es) of Participant(s), Phone number(s) of Participant(s). Those who submit this information and pre-register for this virtual conference will be provided the invitation and calling details. Bring a copy of the solicitation with you. Any changes resulting from this mandatory virtual conference will be issued in a written addendum to the solicitation to the participants in the conference.

IX. General Terms and Conditions

A. Applicable Laws and Courts

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations.

B. Dispute Resolution

All vendor disputes, appeals and all actions taken to respond to a vendor appeal or dispute, or any action initiated by VTC to deny withdrawal of a binding bid or proposal or to terminate a vendor contract for non-performance shall be handled in accordance with VTC's Procurement Policies and Procedures through an internal administrative appeals procedure for resolution of the dispute. Unless otherwise negotiated in the contract with the vendor, the vendor shall retain full rights to seek legal remedies if the VTC appeals process is not deemed satisfactory. Any appeal or dispute by a vendor shall have no effect upon any existing contracts which have been awarded and accepted in good faith, or awards which must be made to ensure the continued operation of critical functions of the VTC, or if such bids/proposals will expire.

C. Anti-Discrimination

By submitting their proposals, Offerors certify to the Commonwealth, and therefore the VTC, that they will conform to the provisions of: the Federal Civil Rights Act of 1964, as amended; the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable; the Virginians With Disabilities Act; and the Americans With Disabilities Act. 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 sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies, and therefore VTC, to account for the use of the funds provided; however, if the faith-based organization segregates public/VTC funds into separate accounts, only the accounts and programs funded with public/VTC funds shall be subject to audit by the VTC.

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

1. During the performance of this contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b) The Contractor, in all solicitations and advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- d) If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resources Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.
- e) The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the VTC may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- f) In accordance with Executive Order 61 (2017), a prohibition on discrimination by the Contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The Contractor will include the provisions of 1. in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. Ethics in Public Contracting

By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from another Offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any VTC employee or evaluation committee member having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. Immigration Reform and Control Act of 1986

By submitting their proposals, Offerors certify that they do not and shall not during the performance of this contract knowingly employ an unauthorized alien as defined in Federal Immigration and Reform and Control Act of 1986.

F. Debarment Status

By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation. Offeror 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 so debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

G. Antitrust

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

H. Mandatory Use of VTC Form and Terms and Conditions

Failure to submit a proposal on the official VTC form provided for that purpose may be a cause for rejection of the proposal. Return of the complete document is required. Modification of or additions to the General Terms and Conditions or the Special Terms and Conditions of the solicitation may be cause for rejection of the

proposal; however, the VTC reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

I. Clarification of Terms

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

J. Payment Terms

1. To Prime Contractor:

- a) Any payment terms requiring less than 30 days will be regarded as requiring payment within 30 days after receipt of invoice or receipt of goods or services, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- b) Payment Date: As used in this clause, unless the context clearly shows otherwise the term “payment date” means either (i) the date on which payment is due under the terms of the Contract for provision of goods or services; or (ii), if such date has not been established by the Contract, within thirty days after receipt of a proper invoice for the amount of payment due, or within thirty days after receipt of the goods or services, whichever is later.
- c) Defect or impropriety in the invoice or goods and/or services received: In instances where there is a defect or impropriety in an invoice or in the goods or services received, the VTC shall notify the supplier of the defect or impropriety, if such defect or impropriety would prevent payment by the payment date, within fifteen days after receipt of such invoice or such goods or services.
- d) Date of postmark deemed to be date payment is made: 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 when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e) Invoices
Invoices for goods and services ordered, delivered and accepted by VTC shall be submitted by the Contractor directly to the payment address shown below. All invoices shall show the Contract number and/or purchase order number, invoice number and details of services provided along with supporting documentation for reimbursable costs. Failure to provide the above shall result in the

invoice being returned to the Contractor. The VTC shall not be liable for any resulting delays in payment as a result.

Invoice shall be submitted to:

Virginia Tourism Corporation
Attn: Brand Management Department
One James Center
901 Cary Street, Ste. 900
Richmond, VA 23219-4048

- f) All goods or services provided under this contract shall be billed by the Contractor at the contract price.
- g) **Unreasonable Charges:** Under certain emergency procurements and for most time and materials 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 determination that invoiced charges are not reasonable, the VTC shall promptly notify the Contractor, in writing, of defects or improprieties in invoices. The provisions of this section do not relieve VTC 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) Within seven (7) days of the Contractor's receipt of payment from VTC, a Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the VTC 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 VTC, except for amounts withheld as stated 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, or the VTC.

- K. **Precedence of Terms**
The following General Terms and Conditions shall apply in all instances: Applicable Laws and Courts, Anti-Discrimination, Ethics in Public Contracting, Immigration Reform and Control Act of 1986, Debarment Status, Antitrust, Mandatory Use of VTC Form and Terms and Conditions, Clarification of Terms, and Payment. 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 VTC 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 the VTC all such information and data for this purpose as may be requested. The VTC reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The VTC further reserves the right to reject a proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the VTC that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.
- M. **Testing and Inspection**
The VTC 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 VTC.
- 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 terms, conditions, or the 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.

2. The VTC 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 VTC of the adjustment to be sought, and before proceeding to comply with the notice, shall await the VTC's written decision affirming, modifying or revoking the prior written notice. If the VTC decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as a result of such order and shall give the VTC a credit for any savings. Said compensation shall be by mutual agreement between the parties in writing.

P. Default

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the VTC, after due oral or written notice, may terminate the contract and procure all the goods and/or services contracted for, 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 that the VTC may have.

Q. Availability of Funds

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

R. Announcement of Award

Upon the award of a contract as a result of this solicitation, the VTC will publicly post such notice of award on the DGS/DPS' eVA (www.eva.virginia.gov).

S. 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, sexual orientation, gender identity, 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 VTC 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 VTC 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.

T. Cancellation of Contract

The VTC reserves the rights to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days written notice to the Contractor. 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 the cancellation.

U. 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 VTC. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the VTC to evidence VTC's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

V. eVA Business-to-Government Vendor Registration, Contracts and Orders.

The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth, and therefore VTC, 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:

1. For orders issued January 1, 2014, and after, the Vendor Transaction Fee is:
 - a. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - b. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
2. For orders issued prior to January 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.

W. Offer Price Currency

Unless stated otherwise in the solicitation, Offerors shall state offer prices in US dollars.

X. 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, or VTC, 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, or VTC, may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Y. Drug Free Workplace

The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on VTC/Commonwealth property are prohibited:

1. The unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth, or VTC, in addition to any criminal penalties that may result from such conduct.

Z. 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 the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all

insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission:

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 VTC 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 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 VTC must be named as an additional insured with respect to the services being procured, and so endorsed on the policy.
4. Automobile Liability: \$1,000,000 combined single limit.

AA. Taxes

Sales to the Commonwealth of Virginia, and therefore VTC, are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's, and therefore VTC's, excise tax exemption registration number is 54-73-0076K. The Contractor shall assume full responsibility for payment of all local, State, and Federal taxes and pay all such tax liabilities in accordance with regulations associated with such payments.

If sales or deliveries against the contract are not exempt, the Contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the Contractor from offering a tax-included price.

BB. Civility In State Workplaces

The Contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the Contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability. The Contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to take all reasonable steps to ensure the same.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

X. Special Terms and Conditions

- A. **Ownership of Material and Proprietary Information**
Ownership of all data, material and documentation originated and prepared for the VTC pursuant to this RFP and any resulting contract shall belong exclusively to the VTC 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 Act, however, the Offeror must invoke protection of the specific sections prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why this protection is necessary. Where Offeror furnishes required price or cost information incident to this RFP, no claim of trade secrets or proprietary information may be asserted with respect to such price or cost information.
- B. **Advertising**
In the event a contract is awarded for services resulting from this proposal, no indication of such sales or services to the VTC shall be used in product literature, advertising, news releases, applications for awards or advertising, unless approved by the VTC Project manager in writing in advance.
- C. **Proposal Acceptance Period:**
Any proposal resulting from this solicitation shall be valid for 90 days. At the end of the 90 days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
- D. **Releases of Information**
The VTC is the only entity authorized to issue any and all information releases relating to this RFP, its evaluation, award of any contract and the resulting performance thereunder.

- E. **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 VTC, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- F. **Confidentiality**
Information (other than information required to be made public under the provisions of the Freedom of Information Act) provided to the Contractor by the VTC is considered highly confidential and shall not be disclosed to any person not employed by the Contractor or the VTC without the expressed written permission of the VTC.
- The Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and VTC's written consent, and only in accordance with federal law or the *Code of Virginia*. Any information to be disclosed, except to VTC, must be in summary, statistical, or other form which does not identify particular individuals. Contractors who utilize, access, or store personally identifiable information as part of the performance of the contract are required to safeguard this information and immediately notify the VTC of any breach or suspected breach in the security of such information. Contractors shall allow the VTC to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a Confidentiality statement.
- G. **Independent Contractor Status**
It is agreed that the Contractor is an independent contractor and neither it, nor its employees, are agents or employees of the VTC.
- H. **Disclosure**
The terms of this contract only obligates the VTC and is not an obligation of the Commonwealth of Virginia; nor does it convey, carry, or invoke the full faith and credit of the Commonwealth of Virginia.
- I. **Small Business Subcontracting and Reporting**
Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small businesses that have been certified as such by the Virginia Department of Small Business and Supplier Diversity (VDSBSD). This shall include VDSBSD-certified women-owned and minority-owned businesses when they have received VDSBSD small business certification. When such business has been

subcontracted to these firms, the contractor shall report to VTC at a minimum the following information on a monthly or quarterly basis (to be determined by VTC): name of firm, Virginia DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

J. eVA Orders and Contracts

It is anticipated that this solicitation/contract may result in multiple purchase orders (i.e., one for each delivery requirement) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth, and therefore VTC, 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 electronic catalog (price list) or index page catalog for items awarded may be just cause for the Commonwealth/VTC to reject your bid/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 shall email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

K. 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 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.

L. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the VTC. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the VTC 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.

M. 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 include in its proposal 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.

N. E-Verify Program

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, and therefore VTC, 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 VTC 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.

O. Continuity of Services

1. The Contractor recognizes that the services under this contractor are vital to the VTC and must be continued without interruption and that, upon contract expiration, a successor, either the VTC or another contractor, may continue them. The Contractor agrees:
 - a) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - b) To make all VTC owned facilities, equipment, and data available to any successor at an appropriate time prior to expiration of the contract to facilitate transition to successor; and
 - c) That the VTC Contracting Office shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the VTC, 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 successor to execute the phase-in/phase-out services. This plan shall be subject to the VTC'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 not to exceed a pro rata portion of the fee under this contract. All phase-in/phase-out work fees must be approved by the VTC in writing prior to commencement of said work.

XI. Renewal of Contract

This contract may be renewed by VTC for four successive one-year periods under the same terms and conditions and pricing schedule of the current contract. VTC will provide Contractor written notice of intent to renew at a reasonable time (approximately 30 days) prior to expiration of either the initial period or any subsequent renewal periods.

XII. Attachments

Attachment A – Offeror's Information – Must Complete and Submit with Proposal for Self and One each for all Subcontractors to be Used for this Contract

Attachment B – Small Business Utilization Plan – Must Complete and Submit with Proposal to be Awarded Points

Attachment C – State Corporation Commission Form – Must Complete and Submit with Proposal

Attachment D – Preparation Checklist

Attachment A

OFFEROR'S INFORMATION

NOTE: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in rejection of your proposal. Submit a separate form for offeror and **EACH** subcontractor you propose to use.

1. **QUALIFICATION:** The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **COMPANY/OFFEROR'S INFORMATION AND PRIMARY CONTACT:**

Company/Offeror Name: _____ Preparer Name: _____
Phone: _____ Date _____

3. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of good or service: _____ Years _____ Months

4. **TYPE OF ORGANIZATION**

Offeror operates as a(n) () Individual proprietorships, () State or Local Agency,
() Partnership, () Association, () Joint Venture, () Educational Institution,
() Not-for Profit, () Corporation organized and existing under the laws of the State of
_____, authorized to do in Virginia the business provided for in any resultant contract.

5. **EVA REGISTRATION**

All Vendors desiring to provide goods and/or services to the VTC shall participate in the eVA Internet eProcurement solution either through the eVA Basic Vendor Registration or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register may result in the bid/proposal being rejected.

Are you eVA Registered? Yes No. Date of Registration _____
Headquarters Account Code: _____; Headquarters Account Legal Name: _____
Vendor/Customer Number: _____; Legal Name: _____

6. **DUNS NUMBER** _____

I certify the accuracy of this information:

Signed: _____ Title: _____ Date: _____

Attachment B

SMALL BUSINESS (SWAM) UTILIZATION PLAN

Offeror Name: _____ **Preparer Name:** _____ **Date:** _____

Who will be doing the work: I plan to use subcontractors I plan to complete all work

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 (VDSBSD) on the due date for proposals. This shall also include VDSBSD-certified women-owned and minority-owned businesses and businesses with VDSBSD service-disabled veteran-owned status when they also hold a VDSBSD certification as a small business on the proposal due date. Currently, VDSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through VDSBSD online at <https://sbsd.virginia.gov/> (Customer Service).

Instructions:

A. If you are certified by the VDSBSD as a micro/small business, fill in the blanks above and complete only Section A of this form. This includes, but is not limited to VDSBSD-certified women-owned and minority-owned businesses when they have received VDSBSD small business certification. (See definitions below.)

B. If you are not a VDSBSD-certified small business, fill in the blanks above and complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria and be awarded a portion of the SWAM evaluation points the offeror shall identify the portions of the contract that will be subcontracted to VDSBSD-certified small business for the initial contract period in Section B. This includes, but is not limited to VDSBSD-certified women-owned and minority-owned businesses when they have received VDSBSD small business certification.

Offerors which are VDSBSD-certified 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 VDSBSD-certified small businesses will be assigned points based on proposed expenditures with VDSBSD-certified small businesses for the initial contract period.

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

This form must be completed to be awarded SWAM evaluation criteria points. Offeror and subcontractors must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (VDSBSD) prior to proposal due date to be awarded SWAM points.

NOTE: For the purposes of this RFP, any resulting contract, and the completion of this form, "VDSBSD-certified" means that the business has been certified by the Virginia Department of Small Business and Supplier Diversity.

Section A

If your firm is certified by the Virginia Department of Small Business and Supplier Diversity (VDSBSD) check the box(es) that applies and provide Certification Number and Certification Date.

Small Business or **Small and Woman-Owned Business** or **Small and Minority-Owned Business** or **Small and Minority-Owned and Woman-Owned Business**

Certification Number: _____ Certification Date: _____

Attachment B - SWAM Utilization Plan (continued)

Section B

If the “I plan to use subcontractors box is checked,” populate the table below, per subcontractor, to show your firm’s plans for utilization of VDSBSD-certified small businesses (SWAM) in the performance of this contract for the initial contract period in relation to the Offeror’s total price for the initial contract period. VDSBSD-certified small businesses include, but are not limited to VDSBSD-certified woman-owned and minority-owned businesses and businesses with VDSBSD service-disabled veteran-owned status that have received VDSBSD small business certification. Describe plans to utilize SWAM businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that this proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation may result in breach of the contract.

B. Plan for utilization of VDSBSD-certified Small businesses for this Procurement					
Micro/Small Business Name & Address	Status: If Micro/Small Business is also: Women (W), Minority (M)	Contact Person, Phone, Email	Type of Goods or Services	Planned Contract Involvement During Initial Period of the Contract	Planned Contract Dollars Expenditure Amount During Initial Period of the Contract
Total Dollars					

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information.

The offeror: (Provide Offeror's Name) _____

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.

I certify the accuracy of this information:

Signed: _____ Title: _____ Date: _____

Attachment D

PREPARATION CHECKLIST

- 1) If you are submitting a proposal for both Component 1 – Creative Agency of Record and Component 2 – Media Agency of Record, be sure to **prepare two complete separate proposals (one complete proposal per Component)**
- 2) Check all attachments included with your proposal(s). These items listed below shall be completed for **each** proposal you are submitting. If you are proposing for both Components, then the items below shall be completed and included for both proposals.
 - Complete copy of RFP in its entirety including signed and executed RFP Cover Sheet
 - Check the box on the Cover Sheet indicating if proposal is for Component 1 or Component 2
 - Complete response to RFP in its entirety on form to be provided by VTC
 - Acknowledgment of Addenda (if any)
 - Completed Offeror’s Information, Attachment A for proposer **and** each proposed subcontractor
 - Completed SWAM Utilization Plan, Attachment B
 - Completed State Corporation Commission Form, Attachment C
 - Other Attachments: Sample forms, letters, studies, reports, and other literature, if applicable.
 - 1 original hard copy, so marked, of all information above, submitted separately for each component submitted; placed in separate 3-ring binders; plus ten (10) flash drives, each to include all information above. Be sure to label the outside of each flash drive with company name and component for which you are proposing. **In addition**, include 1 redacted hard copy and 1 redacted electronic copy (flash drive) of proposal(s) should the Offeror wish to invoke the protections of Section 2.2-4342 of the Code of Virginia following the instruction in the RFP.
- 2) Ensure that an authorized signature appears on the RFP Cover Sheet. By signing the RFP cover sheet you are agreeing that you understand and agree to the requirements of the RFP, Statement of Needs, General Terms and Conditions and Special Terms and Conditions.
- 3) Ensure that the envelope/box is sealed and identified as instructed in Section V, Item A.4.e. Identification of Proposal Envelope.