

## Request for Proposals - Cover Sheet

**Issue Date:** November 22, 2013 **VTC RFP Number:** 14-018

**Title:** Public Relations 2014

**Issuing Organization** Virginia Tourism Authority  
d/b/a Virginia Tourism Corporation  
901 East Byrd Street, 19<sup>th</sup> Floor  
Richmond, Virginia 23219-4048

**Initial Period of Contract:** February 1, 2014 through January 31, 2015, with three one-year options by VTC to extend contract.

Sealed Proposals must be received by VTC by **4 p.m. EST on January 8, 2014**. Official time is that of the time and date stamp housed 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: [PR2014RFP@virginia.org](mailto:PR2014RFP@virginia.org)

**MAIL OR DELIVER PROPOSALS DIRECTLY TO: THE VIRGINIA TOURISM CORPORATION, 901 E. BYRD STREET, 19<sup>th</sup> FLOOR, RICHMOND, VA 23219, WEST TOWER 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:
Dunn's Number:	Fax Number:
Are you eVA Registered? <input type="checkbox"/> Yes <input type="checkbox"/> No eVA Vendor ID: _____ You are required to be an eVA Registered Vendor.	E-Mail Address:

**MANDATORY PRE-PROPOSAL CONFERENCE/TELECONFERENCE:** A mandatory pre-proposal conference/teleconference will be held at **2:00 p.m. EST, December 11, 2013**, at the offices of the Virginia Tourism Corporation at the address above. Reference: Section VIII herein for further information. **Proposals will only be accepted from those who attend this conference. You must Register by deadline, December 9, no later than 4 p.m.**

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**I. Purpose**

The purpose of this Request for Proposals (RFP) is to enter an agreement (“Agreement” or “Contract”) with a qualified vendor to work with the VTC Media Relations staff to plan, implement and measure effective public relations initiatives to deliver consumer marketing messages in key markets and promote Virginia as a travel destination.

**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 develops and implements programs beneficial to Virginia travel-related and motion picture production-related businesses and/or consumers that no industry component or organization would be expected to carry out on its own.

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 owned by women and minorities in state procurement activities. Toward that end, the VTC encourages firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

**III. Statement of Needs**

The VTC is seeking a Contractor (Offeror) to work with the VTC Media Relations staff to plan, implement and measure effective public relations initiatives to deliver consumer marketing messages in key markets and promote Virginia as a travel destination. This media outreach will focus heavily on national markets and will be an integral part of the agency’s integrated marketing. Media outlets to include print, broadcast, online, social media sites, trade and other publications.

Specifically excluded from this contract is advertising and Web site development.

The Contractor shall develop public relations initiatives based upon VTC’s strategic marketing plan and direction from the VTC National Media Relations Director to engage consumers in key media markets.

The Contractor may be required to provide any or all the following services. The Contractor may be required, upon written notice, to subcontract any of these services at VTC's sole discretion.

A. Public Relations Planning

1. Contractor shall, with direction and approval from, and in coordination with VTC Media Relations staff, develop an annual public relations plan based upon research, trends, and salient public relations messages. Contractor shall provide VTC with this completed plan within 60 days of entering into the contract during the initial contract year. In subsequent years, the Contractor shall provide the plan annually with a delivery date to be agreed upon. The annual plan shall be complementary to VTC's annual marketing plan and shall include, but not be limited to: communications goals, strategies and tactics; key markets; key messages for each market and consumer demographics; comprehensive timeline of initiatives including news releases, meetings, media tours, and all other PR related activities.
2. Contractor shall modify plan as a result of budget changes or at the request of VTC.
3. Contractor shall ensure diversity in messaging, publications and journalists.
4. Contractor shall independently research Virginia travel destinations for lead responses and pitches, and, when deemed appropriate by VTC, contact destinations directly on behalf of VTC to gather information/ideas/packages/and other story ideas for media outreach purposes.
5. Contractor shall conduct regular reviews of editorial calendars no less than quarterly for national media outlets and provide leads to VTC well in advance of editorial deadlines.

B. Media Outreach

Contractor shall develop, plan, and conduct approved media outreach strategies that include news releases, advisories, pitches, social media tactics, media events, desksides, and visiting journalists to target media in key markets including but not limited to New York; Washington, DC; Baltimore; North Carolina; Philadelphia; Atlanta; Birmingham; Charleston; Virginia and secondary markets as required and requested by VTC. These activities shall include but will not be limited to the following.

1. Contractor shall pitch agreed upon story ideas and invitations to visit to targeted journalists and outlets in a strategic manner to meet media deadlines.
2. Contractor shall acquire new leads from national media outlets on a daily basis and respond to media prior to their deadlines on behalf of VTC and provide VTC with contact information for each lead.
3. Contractor shall plan, organize, and pitch to ensure a minimum of 50 visiting journalists to Virginia who represent outlets outlined in VTC's key markets and who are reputable and high-producing journalists, either on individual visits or as part of VTC sponsored AND/OR destination sponsored media tours. Contractor shall assist in planning individual visits from journalists including working with destination partners to secure lodging, meals and activities, and transportation when required. Contractor shall plan, organize, pitch and escort media tours in coordination with VTC Media Relations staff and partners. Upon VTC request, Contractor shall also provide drivers when escorting media tours. Media tours shall occur at least four times each contract year, but more may be required as needed.
4. Contractor shall organize, plan and execute meetings with journalists for VTC in key markets no less than quarterly. Key markets will be determined by VTC. Contractor shall be responsible for setting up meetings, developing and managing schedule, ascertaining and briefing VTC Media Relations staff on what information/pitch is most appropriate prior to each meeting, and assisting with conducting meeting and follow up.
5. Contractor shall plan, organize and execute a minimum of one deskside project annually in a key market to include VTC Media Relations staff and up to fifteen (15) destination partners. Contractor shall also be responsible for making travel arrangements and media preparation for the group.
6. Contractor shall research and update VTC staff of new media outlets, journalists, editors and other contacts, as well as changes in existing outlets and staff. Contractor shall provide the contact information on these new outlets or changes on a regular basis and in a format and timeframe to be determined by VTC to ensure that VTC is providing news releases and public relations information to appropriate contacts.
7. Upon VTC written request, Contractor will plan, organize, execute and staff media and other special events, promotions, or campaigns in Virginia and in key national markets. All costs not already included in the monthly retainer fee shall be approved by VTC in writing in advance of incurring

such costs. VTC may request that Contractor coordinate and work in conjunction with another vendor or VTC's Advertising Agency of Record. VTC may request that Contractor subcontract this work to a specific vendor. Or, VTC may hire someone other than Contractor for media, promotions, campaigns, and other special events at VTC's discretion. Should any such event, promotion or campaign require contracts with third party vendors, the Contractor shall enter into these contracts with the third party as a subcontract under this Contract in Contractor's name. These third party contracts (subcontracts) shall not be entered into under VTC's name and shall not be signed as "on behalf of VTC". Contractor shall bear all responsibilities and liabilities agreed to in the subcontract. Contractor shall pay the subcontractor and bill VTC. Copies of the executed contract between Contractor and Subcontractor, copies of the subcontractor's invoice and prior approval documentation shall accompany the invoice for reimbursement.

8. Contractor shall distribute news releases, correspondence and collateral as determined in plan and on an as needed basis to be determined by VTC.
9. Upon VTC request, Contractor will assist in the development and maintenance of media distribution lists. The file format, data collected and fields to be determined by VTC. Distribution lists shall become the sole property of VTC.

C. Measurement and Reporting

1. Contractor shall maintain timelines and meet deadlines as outlined in plan and as determined by VTC and keep VTC informed of project status.
2. Contractor shall provide written summaries of meetings no later than three days following the meeting.
3. Contractor shall provide monthly reports to VTC tracking media placements that result from the Contractor's work. This report shall include, at a minimum, the actual clip, the total number of placements, circulation, web site visitation, audience and/or advertising equivalency value for each placement and a monthly total. The file format, fields and due date for these reports to be determined by VTC. The contractor shall also provide this information in an annual report.
4. In order for VTC to be able to track media placements VTC generates, Contractor shall also provide VTC with a minimum of two log-in accounts for VTC's use through a clipping service provider. Such clipping service provider shall be approved by VTC in writing. Contractor may provide VTC this clipping service through Contractor's own provider or

subcontract with another provider to be approved by VTC. Services to be provided include ability to generate all reporting in Section III. C. 3. above, as well as ability for VTC to provide search criteria, both permanent and based on current needs, marketing campaigns and other media mentions.

5. Contractor shall provide media measurement reports for special projects, events and initiatives as directed by VTC. The file format, fields and due date for these reports to be determined by VTC.
6. Upon request from VTC, Contractor shall provide advice and guidance on the latest measurement systems and metrics for public relations initiatives.

D. Writing/Editing/Collateral Development

1. Contractor shall write and edit news releases based on PR plan, as well as pitch letters, correspondence, reports, presentations, award nominations, media kits, collateral pieces, and other materials on occasion upon VTC request and with direction and approval of VTC.
2. Contractor shall incorporate key VTC marketing message points into all correspondence and collateral material for media.
3. Upon request from VTC, Contractor shall assist with pressroom content development.

E. Media Training for Staff and Partners

1. Upon VTC request, Contractor shall offer advice and training for VTC staff, and VTC destination partners, to improve public relations skills for pitching, writing, interviewing, and other tactics.
2. Upon request from VTC, Contractor shall identify and coordinate speakers or trainers for VTC's annual conference, industry meetings, or internal staff training sessions. Contractor shall coordinate and make travel arrangements as well as work with speakers or trainers on the material to be presented. VTC shall handle contracts with speakers or trainers and payments of associated costs and expenses directly to speakers or trainers.

F. Integrated Marketing Participation

1. Contractor shall work in partnership with VTC staff and VTC contractors, including but not limited to VTC's advertising agency of record, to collaborate on projects and initiatives at the request of VTC.

2. Contractor shall attend VTC quarterly marketing integration meetings in person.
3. Contractor shall attend key meetings in person. VTC shall determine if meeting is considered “key” meeting and if Contractor’s “in-person attendance” is required. Contractor shall also research destinations in person when possible, with prior written approval from VTC, to ensure knowledge of statewide tourism product.

**G. Staff Changes**

For the term of the contract, Contractor shall not change primary account service staff, with the exception of employee departures, without VTC’s prior written permission. VTC shall have the ability to interview and approve such new account staff.

**H. Small, Women, and Minority-Owned Business (SWAM) Participation**

1. Contractor shall, where it is practicable, provide every opportunity for the participation of state certified small businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities in the performance of this contract. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
2. Contractor shall submit to VTC quarterly reports of expenditures with state certified small, woman-owned, and minority-owned businesses during the performance of the contract. The due date, 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 electronic files and databases, and all reports and materials used or created 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 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**

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, FAX, 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. **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, so marked, and four (4) working copies, so marked,** of each proposal must be submitted to the VTC. The Offeror shall make no other distribution of the proposal. Also submit **1 electronic copy on CD or DVD to be inserted in the original binder.** The electronic document must be Microsoft Word or PDF format. 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 number of completed copies above, you must also follow the directions in Section V. A. 3. f) below for redacting the data and **submit 1 original redacted hard copy, so marked, and 1 electronic redacted copy, 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. If you submit the redacted hard copy and redacted electronic version “ONLY” instead of “IN ADDITION TO”, then your proposal may be rejected. The original, file copy, and committee members’ versions must include the complete version. The redacted hard copy and electronic copies will be placed in the file and open for inspection.

3. Proposal Preparation:
  - a) An authorized representative of the Offeror shall sign the proposal on the proposal cover sheet provided. All information requested should 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, 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 4 p.m. EST on January 8, 2014 will not be considered. THERE ARE NO EXCEPTIONS TO THIS. Proposals submitted electronically will not be considered.**

- 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 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 one electronic copy must contain all proposal pages and

attachments to proposal including the RFP and the completed and signed RFP cover sheet and must be inserted in the original hard copy binder.

- e) Identification of Proposal Envelope  
The proposal and all copies should be submitted in an envelope or package, sealed, and identified as follows:

From:	<b>January 8, 2014</b>	<b>4 p.m. EST</b>
Name of Offeror	<b>Due Date</b>	<b>Time</b>
Street or Box Number		14-018
		RFP No.
City, State, Zip Code		Public Relations 2014
		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 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 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 of its proposal that eliminates such part or parts. This copy 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. 2 above for additional information on submission of redacted copies.

4. 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.
5. Financial Statements: Financial statements may be requested by VTC at its discretion.
6. 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 X. Special Terms and Conditions, Item L. State Corporation Commission Identification Number.

B. Proposal Submission Requirements

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; CD or DVD; 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. This form (Proposal Submission Document) will be provided after the Mandatory Pre-proposal Conference/Teleconference to those in attendance 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 L. State Corporation Commission Identification Number.
7. Offeror Qualifications and Experience

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.
- b) Demonstrate experience by providing name, address, and phone number of travel or tourism related clients 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 client. 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) Describe previous projects of a similar nature and names of the members of the team and any subcontractors that worked on said projects.
- d) Provide names and addresses of any subcontractors that will be used in the performance of this contract including subcontractor experience in delivering services described in this proposal.

Include a discussion of Offeror's direct experience with subcontractors.

- e) Provide an example or examples of developing third-party partnerships which significantly extended the value, and/or results based on client needs.
- f) Provide a detailed example and results of a media tour for a recent client preferably in the travel industry.
- g) Provide evidence of ability to conveniently, efficiently and promptly service an account located at VTC offices in Richmond, Virginia. This includes the ability to arrive at VTC's Richmond office within 24 hours of such request.
- h) Provide a list of your systems and resources in order to provide the following for VTC:
  - (1) Clipping service(s)
  - (2) Broadcast clipping service(s)
  - (3) Media database system(s)
  - (4) Media research system(s)
  - (5) News distribution service(s)
  - (6) Social media service(s)

8. Personnel Qualifications and Experience

- a) Provide an organizational chart of your company, showing key personnel assigned to this project and their role in the project. 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 contract. Include any new positions that would be created as a result of receiving the award of this Contract.
- c) Identify the persons within your company 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, and who will perform other duties under this contract.

- d) Provide a one or two-page vitae of each person assigned to this contract.
- e) Describe special skills and past experiences of key personnel that might contribute to the successful completion of this contract.

9. Proven Success of National Media Placement/Media Contacts

- a) Demonstrate proven success of national media placement by providing a detailed description of your experience in successfully pitching national travel editors for national magazines/AP/paper, web, and social media.
- b) Provide a list of national travel media placements by year over the past two (2) years.
- c) Describe the average number of monthly interactions with either the travel editor or executive editor of the following publications, and the nature of the contacts:
  - (1) Travel & Leisure
  - (2) FoodNetwork
  - (3) AAA World
  - (4) Today Show
  - (5) Oprah Magazine
  - (6) National Associated Press
  - (7) Washington Post
  - (8) Garden & Gun
  - (9) Southern Living
- d) Provide a detailed example of a PR (tourism) campaign that extended a client's ability to leverage its resources.

10. Compensation Proposal

- a) Provide a proposed total cost of the contract that includes monthly retainer fee and other itemized costs, and explanation of cost.
- b) Retainer fee shall cover administrative, account service, and other costs related to the scope of work in this contract, including, but not limited to: staff time for all services under this contract; operating costs; long-distance telephone; fax; federal express; postage; messenger; shipping/freight/express shipment for day to day operations; supplies; copying costs; car expenses; gasoline expenses for local travel; translation and adaptations; staff,

administrative, and operational costs associated with all marketing, promotions, events, and any such campaigns; costs associated with clipping service(s) for print clips and associated reporting of such; costs associated with clipping service for VTC's access and reporting; distribution of press releases; costs associated with developing and maintaining mailing lists. A progress report outlining projects completed during the previous month shall be provided to VTC no later than 30 days after close of the subject month. VTC will withhold the last payment of the contract until receipt of completed report.

- c) Costs specifically excluded from this fee are costs for shipments to trade and consumer shows, costs associated with the distribution of VTC promotional materials, costs associated with media visits, and costs associated with printing and shipping of collateral material and shipping of wine.
- d) Costs specifically excluded from the retainer fee are the costs/expenses (other than those listed above in Section V. B. 10. b) for marketing, promotions, events, and any such campaigns to include, but not be limited to costs/expenses for facilities rentals, caterers and other contracted service providers. These costs shall be determined and approved in writing by VTC in advance of incurring such costs. Documentation of written approval of such costs/expenses, copies of executed third party contracts and subcontractor's invoice, if applicable, and receipts shall accompany such invoices and shall be required before payment is made.
- e) Also excluded from this fee are travel expenses for travel to required meetings. This includes travel expenses for the following: meeting with VTC or on behalf of VTC; meetings with journalists; media visits; escorting media tours; sales calls, deskside; staffing special events; training seminars; and travel in reference to visiting/researching destinations to gain knowledge of the state. Any required travel or VTC related expenses shall be approved by VTC in writing prior to incurring expense. All travel related expenses will be reimbursed in accordance with VTC's Travel Policies and Procedures. Documentation of written approval of travel, expenses and receipts shall accompany such invoices and shall be required before payment is made.



- f) All costs associated with the project shall be itemized and clearly documented in the proposal. Any costs outside of this will be rejected unless previously agreed upon in writing by the VTC.

11. Small, Women, and Minority-Owned Business (SWAM) Participation

The VTC is required to provide every opportunity for the participation of state certified small businesses. This shall include DMBE-certified women-owned and minority-owned businesses when they have received Virginia Department of Minority Business Enterprise (DMBE) small business certifications (SWAM). The VTC also requires Contractor to provide every opportunity for the participation of state certified small, woman, and minority-owned businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities in the performance of this contract.

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

The Offeror deemed to be fully qualified and best suited among those submitting proposals would be identified using the evaluation factors stated below. The scoring process, however, is not the sole determinant for contract award. The VTC will select the Offeror, which in its opinion has made the best proposal, and

upon successful negotiations will award the contract to that Offeror. 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**

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, demonstrations, any oral presentations and any negotiated offers will be evaluated and judged by the VTC based on the following criteria:

	<b>Maximum Point Value</b>
1. Qualifications and experience in providing services described herein.	25
2. Experience of the personnel and number of personnel assigned to this project.	15
3. Proven Success of National Media Placement/Media Contacts.	30
4. Compensation Proposal.	20
5. SWAM	10
	<hr/>
<b>Total</b>	<b>100</b>

**C. 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. Offerors may also be required to present their proposals orally, after which time the selected Offerors will be evaluated.

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 Public Relations 2014 RFP to:

SPOC: Terry Minor  
Email: [PR2014RFP@virginia.org](mailto:PR2014RFP@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 Pre-Proposal Conference**

A **MANDATORY pre-proposal conference/teleconference** will be held at 2:00 p.m., **EST, on December 11, 2013**, at the Virginia Tourism Corporation, West Tower, 19<sup>th</sup> Floor, 901 E. Byrd Street, Richmond, VA 23219. The purpose of this conference/teleconference 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 handed out at the conference/teleconference. The agenda will include an overview of the RFP format and review 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 conference/teleconference is MANDATORY and will be a prerequisite for submitting a proposal. Proposals will only be accepted from those Offerors who are represented at this pre-proposal conference/teleconference.** Participation at the conference/teleconference will be evidenced by the representative's signature on the attendance roster or name given over the phone during conference as teleconference participant. For those attending via teleconference, 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 after 2:10 p.m.

**To participate in the pre-proposal conference/teleconference, Offerors MUST register in advance** by sending an email to [PR2014RFP@virginia.org](mailto:PR2014RFP@virginia.org) **not later than 4 p.m, EST, December 9, 2013**. 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), and whether you are participating in person or via teleconference. Those indicating participation via teleconference will be provided the conferencing bridge access information. **If you have not pre-registered by**

**the pre-registration deadline above, you will not be allowed to attend the Conference/teleconference, and therefore, will not be able to submit a proposal.**

Bring a copy of the solicitation with you. Any changes resulting from this 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 and any litigation with respect thereto shall be brought in the 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 an 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; the Americans With Disabilities Act; and Section 2.2-4311 of the Virginia *Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies, 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 below apply:

1. During the performance of this contract, the Contractor agrees as follows:
  - a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b) The Contractor, in all solicitations 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.
2. The Contractor will include these provisions 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, nor are they an agent of any person or entity that is currently so debarred.

G. Antitrust

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title, and interest in and to all causes of the 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 the date of offset 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, social security number (for individual contractors) or the federal identification number (for proprietorships, partnerships, and corporations), 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: Purchasing Dept.  
901 East Byrd Street  
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, as to those charges

which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve 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) A Contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the VTC 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. 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 procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies 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 VBO ([www.eva.virginia.gov](http://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, 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](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth, 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 July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
  - a. DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
  - b. Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
2. For orders issued January 1, 2014 and after, the Vendor Transaction Fee is:
  - a. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - b. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
3. For orders issued prior to July 1, 2011, the Vendor Transaction Fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

The specified vendor transaction fee will be will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately thirty (30) days after the corresponding purchase order is issued and payable thirty (30) days after invoice 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, is 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/State property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; 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 coverages at the time the contract is awarded.

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 is to 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

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.

**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. 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.

C. 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.

D. 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.

E. 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.

Confidentiality (Contractor)

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 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 and their employees working on this project may be required to sign a Confidentiality statement.

F. 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.

G. 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.

H. Minority/Women Owned Businesses 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. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms, the contractor shall report to VTC the following information on a quarterly basis: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

I. eVA Business-to-Government Contracts and Orders

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

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

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

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

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

- If this solicitation is for a term contract, failure to provide electronic catalog (price list) or index page catalog for items awarded may be just cause for the Commonwealth 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](http://www.eva.virginia.gov). Contractors shall email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

J. 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.

K. 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.

L. 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.

M. E-Verify Program (EFFECTIVE 12/1/13)

Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth, 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.

N. 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 three 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 finding your offer non-responsive. 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. **VENDOR INFORMATION**

FIN or FEI Number \_\_\_\_\_ if Company, Corporation, or Partnership  
Social Security Number: \_\_\_\_\_ if Individual

5. **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.

6. **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: \_\_\_\_\_

7. **DUNS NUMBER** \_\_\_\_\_

I certify the accuracy of this information:

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Attachment B****SMALL BUSINESS (SWAM) UTILIZATION PLAN**

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

**Instructions:**

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

B. If you are not a DMBE-certified small business, fill in the blanks above and complete Section B of this form. For the offeror to be awarded a portion of the SWAM evaluation points the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in Section B. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.

This form must be completed to be awarded SWAM points. Offeror and subcontractors must be certified by the Commonwealth of Virginia Department of Minority Business Enterprise (DMBE) prior to proposal due date to be awarded SWAM points. Certification applications are available through DMBE online at [www.dmb.virginia.gov](http://www.dmb.virginia.gov) (Customer Service).

**Section A**

If your firm is certified by the Department of Minority Business Enterprise (DMBE) check the one box that applies and provide Certification Number and Certification Date.

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

Ccertification Number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**SMALL BUSINESS:** "Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. (Code of Virginia, § 2.2-4310) Note: DMBE-certified woman- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

**MINORITY-OWNED BUSINESS:** "Minority-owned business" means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals. (Code of Virginia, § 2.2-4310)

**WOMAN-OWNED BUSINESS:** "Women-owned business" means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (Code of Virginia, § 2.2-4310)

**Attachment B - SWAM Utilization Plan (continued)****Section B**

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

<b>B. Plan for utilization of DMBE-certified Small businesses for this Procurement</b>					
<b>Small Business Name &amp; Address</b>  <b>DMBE Certification Number &amp; Date</b>	<b>Status: If Small Business is also: Women (W), Minority (M)</b>	<b>Contact Person, Phone, Email</b>	<b>Type of Goods or Services</b>	<b>Planned Contract Involvement</b>	<b>Planned Annual Contract Dollar Expenditure Amount</b>
<b>Total Dollars</b>					

**Attachment C**

**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) Check all attachments included with your proposals.
  - \_\_\_ Complete copy of RFP in its entirety including signed and executed RFP Cover Sheet
  - \_\_\_ 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
  - \_\_\_ Attachments: Sample forms, letters, studies, reports, and other literature.
  - \_\_\_ 1 original, so marked, of all information above; plus 4 working copies, so marked, of all information above; plus 1 CDs/DVD's of all information above inserted into original binder. In addition, 1 redacted hard copy and 1 redacted electronic copy of proposal 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) Insure 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) Insure that the envelope/box is sealed and identified as instructed in Section V, Item A.3.e. Identification of Proposal Envelope.