

**VIRGINIA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES
REQUEST FOR SEALED PROPOSALS (RFP)**

Issue Date: December 4, 2018 **RFP# 301-19-060**
Title: Event Management & Marketing Services
Commodity Code: 91523 & 96234; 91522, 96179, & 96153
Issuing Agency: Commonwealth of Virginia - Virginia Department of Agriculture and Consumer Services
Procurement Office
102 Governor Street, Rm. 240
Richmond, VA 23219

Period of Contract: One year after award of contract with two (2) renewal options

Sealed proposals will be received until 2:00 pm EST, on January 15, 2019, for furnishing the services described herein.

All inquiries for information should be directed to Betty M. Lowther, C.P.M, VCM, CPPB, Director of Procurement and Support Services by calling (804) 225-3798, faxing to (804) 371-8372 or e-mailing to betty.lowther@vdacs.virginia.gov.

MAIL OR HAND-DELIVER PROPOSALS TO THE ISSUING AGENCY AT THE ADDRESS SHOWN ABOVE. IT IS THE SOLE RESPONSIBILITY OF THE OFFEROR TO ENSURE THEIR PROPOSAL IS RECEIVED BY THE DUE DATE AND TIME. LATE OR UNSEALED PROPOSALS WILL NOT BE ACCEPTED OR CONSIDERED. ELECTRONIC PROPOSALS ARE NOT ALLOWED AND CANNOT BE ACCEPTED.

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

Name And Address Of Firm:

_____	Date: _____
_____	By: _____
_____	(Signature in Ink)
_____	Name: _____
_____	(Please Print)
_____ Zip Code _____	Title: _____
E-mail: _____	Phone : (____) _____
eVA Vendor ID #: _____	Fax: (____) _____

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that request for proposal.

An optional preproposal conference will be held on 12/18/18 see Page 17, Section VII.G.

RETURN ALL PAGES ALONG WITH YOUR PROPOSAL

VIRGINIA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES
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I. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals in order to enter into a competitively negotiated contract(s) with one or more Contractor(s) to provide event management and marketing services as needed by the Virginia Department of Agriculture and Consumer Services (VDACS). Period of performance: From contract award through event conclusion with two (2) renewal options.

The resulting contract will be optional use contract. VDACS is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VDACS.

II. BACKGROUND

VDACS Marketing Promotions is responsible for coordinating the Virginia Food and Beverage Expo (trade show) 2020.

The Virginia Food and Beverage Expo (VFBE) trade show takes place every other year, on even numbered years. Historically, the coordination and planning of the VFBE event takes a full calendar year. Video from recent shows can be found by visiting: www.vaexpo.com. The costs for the 2018 VFBE is shown on Attachment F. VDACS anticipates future event costs to be reasonable based upon expenditures in 2018.

III. STATEMENT OF NEEDS

The Contractor should provide all services required for effective execution of the event.

A. Overview:

1. The VFBE is a trade show that connects food and beverage trade buyers directly with Virginia food and beverage producers. Many of the products already have a huge following, while others are brand new to the marketplace and are on the verge of becoming the next big buy of the season. The Expo is ***open exclusively to buyers*** and features hundreds of culinary creations and specialty dishes made in Virginia that are properly inspected, packaged and labeled. Successfully attended Expos are the result of extensive trade buyer outreach, including emails and three (3) printed mass mailings: 1) Save the Date; 2) formal invitation; and 3) Reminder Card; sent to more than 20,000 industry trade buyers.

The show is not open to the public and in the past, show organizers have not implemented an attendee fee. Exhibitors pay a \$300 exhibit booth rental fee for each 10x10 exhibit space.

2018 show highlights included:

- 178 exhibitors in 10x10 booth spaces
- 1,250 registered attendees (attendees = buyers/media/VIP)

Note: not everyone actually attends the day of the event

- 50 Best New Product Award applications/participants
- Positive regional and statewide media coverage

2020 VIRGINIA FOOD AND BEVERAGE EXPO GOALS

- 1500 – 2500 Quality Trade Buyers, including East Coast retailers, specialty shops, foodservice, and industry buyers from nearby states
- 170-200 Virginia Exhibitors in 10X10 booths (prior exhibit approval required by VDACS)
- 60-70 Best New Product Entries from Virginia Exhibitors

Show Date: TBD- Wednesday, March XX, 2020. Expo hours 10 AM – 4 PM

Show Set-Up Dates: TBD Monday, March XX – Tuesday, March XX, 2020

Show Location: Greater Richmond Convention Center, Exhibit Hall D

B. Contractor and VDACS Requirements:

Specific services required for the VFBE are listed Appendix A. Offerors may submit for event management services only, marketing services only, or for both services.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. General Requirements:

1. **RFP RESPONSE:** In order to be considered for selection Offerors must submit a complete response to this RFP to the VDACS Procurement Office. **One (1) original hard copy (paper)** of the entire proposal, including all attachments and proprietary information clearly marked “Original” on the outside of the proposal; **three (3)** copies, so marked, and **one (1)** unsecured electronic copy (on a disc or flash drive) of the entire proposal, including all attachments and proprietary information must be submitted. In addition, the Offeror must submit one **(1)** unsecured, electronic copy (on a disc or flash drive) of the entire proposal including all attachments and EXCLUDING ANY PROPRIETARY INFORMATION. No other distribution of the proposal shall be made by the Offeror. If applicable, the outside of the proposal must be marked to denote proprietary information.
2. **PROPOSAL PREPARATION:**
 - (a) Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - (b) Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror’s capabilities to satisfy the requirements of the RFP.

The outline format in Section IV.B. should be followed with tabs for each section. 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 the RFP. 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. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents that 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. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- (d) As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- (e) Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- (f) Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document or prequalification application, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time the offeror refuses to withdraw an entire classification designation, the proposal will be rejected.

(g) All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an offeror fails to submit all information requested, the purchasing agency may require prompt submission of missing information after the receipt of vendor proposals.

3. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the VDACS Office of Promotions. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted. Therefore, written proposals must be complete.

B. SPECIFIC REQUIREMENTS:

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

Tab 1: Return of the entire RFP and all addenda acknowledgments, if any, signed and filled out as required. Required for original hardcopy only. Copies should include Page 1 only of the RFP.

Clearly state which services are being offered by your firm:

1. Event Management Services Only
2. Marketing Services Only
3. Both Event Management and Marketing Services

Tab 2: Provide information to demonstrate the firm's experience and ability to provide requirements described herein.

Complete Attachment A - Offeror Information Sheet and include a written narrative describing the Offeror's experience, including, but not limited to the following, information:

1. Experience of your company and its staff in providing similar business to business services described in the Statement of Needs including Appendix A;
2. Names, titles, qualifications and comparable experience of team to be assigned to the project;
3. Identification of the project team leader who will be the primary point of contact for VDACS for this project. Include the qualifications and experience of this individual as well as information on the individual that will be the backup if the primary point of contact is not available;

4. Provide information on the escalation options if the primary point of contact cannot be reached or is not meeting VDACS requirements;
5. Address the capacity to provide services within your firm's workload commitments;

Provide the following information only if offering marketing services:

6. Describe media experience (local, regional and national) including recent examples of prior placements (e.g. purchased advertisements, newsroom generated content, etc. since 2017); and
7. Provide samples of past business to business trade shows – marketing materials in hard copy format and electronic format (videos preferred). A link to video information or YouTube site is acceptable.

Tab 3: Specific approach and plan for providing the goods/services described herein including, but not limited to:

1. Describe project approach for providing the services described in Appendix A;
2. Time frame for tasks identified herein and strategy for ensuring project deliverables are met. Describe capabilities to provide status updates in an electronic format;
3. Any project assumptions;
4. Any additional project requirements that will be the responsibility of VDACS, etc. other than those described;
5. Information on how effective communications between the parties are achieved;
6. Describe your approach for obtaining reasonable costs for goods and services which will be reimbursed;

Provide the following information only if offering marketing services:

7. Describe your approach to quality control to ensure printed materials are accurate and services comply with the requirements; and
8. Provide information on firm's access to widespread trade buyer resources and mailing lists.

Tab 4: Attachment B – Offeror's Reference Data Sheet.

Tab 5: Attachment C – State Corporation Commission Form

Tab 6: Attachment D - Small Business Subcontracting Plan. Summarize the planned utilization of DSBSD-certified small businesses which include businesses owned by women and minorities, when they have received DSBSD small certification, under the contract to be awarded as a result of this solicitation.

Tab 7: Attachment E – Proposed Pricing Schedule

Tab 8: Compliance: Does your Firm accept Section III, the "STATEMENT OF NEEDS", Section VI, the "GENERAL TERMS AND CONDITIONS" and Section VII, the "SPECIAL TERMS AND

CONDITIONS,” as presented in the RFP?

Yes _____ No _____

If “No,” identify the specific section(s) of the RFP and the reason for non-compliance in this tab to be titled “Exceptions to the RFP”.

V. EVALUATION CRITERIA

Proposals shall be evaluated using the following criteria.

CATEGORY	POINT VALUE
Plans/Approach for providing services	30
Experience and Qualifications of firm and assigned personnel	25
Price	25
Small Business Subcontracting Plan	20

VI. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “Vendors Manual” on the vendors tab.
- B. **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 agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the Contractor agrees as follows:
 - 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 or 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. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth 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.
 - e. 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. above 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 any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are they an agent of any person or entity that is currently 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 STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- 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:**

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.,. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).
2. To Subcontractors:
- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, 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 agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime Contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages Contractors and subcontractors to accept electronic and credit card payments.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions, *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEPARTMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, 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 Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or

- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability- \$100,000.

3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
 4. Automobile Liability- \$1,000,000 combined single limit.
- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** A Bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Bidder or Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. **EVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free Vendor Registration. All Bidders or Offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

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

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

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

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- W. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for DSBSD-certified micro businesses or small businesses when designated “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro business or small businesses include DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.
- X. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, Offerors shall state offer prices in US dollars.
- Y. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

VII. SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. VDACS, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **AWARD:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation, and the Contractor's proposal as negotiated.
- C. **PROPOSAL ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for 120 days. At the end of the 120 days, the offer may be withdrawn at the written request of the Offeror. If the offer is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
- D. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in one purchase order with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your 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 should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- E. **CANCELLATION OF CONTRACT:** VDACS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be also terminated by the Contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

F. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	<u>1/15/19</u>	<u>2:00 PM</u>
Name of Offeror	Due Date	Time
_____		<u>301-18-060</u>
Street or Box Number		RFP No.

City, State, Zip Code		

Event Management & Marketing Services
RFP Title

Name of Contract/Purchase Officer: Betty M. Lowther

DSBSD Certified Micro Business or Small Business No.: _____

The envelope should be addressed as directed on Page 1 of the solicitation. Even if marked as described above, the proposal may be inadvertently opened and the information compromised which may cause it to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

G. **OPTIONAL PREPROPOSAL CONFERENCE:** An optional preproposal conference will be held at **10:00 AM on December 18, 2018 in Conference Room 232 at the Virginia Department of Agriculture and Consumer Services 102 Governor Street, Richmond, VA 23219.** The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

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

I. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of VDACS. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish VDACS the names, qualifications and experience of their proposed

subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

J. 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 a statement describing why the Offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

K. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All Offerors are required to submit a Small Business Subcontracting Plan. Unless the Offeror is registered as a DSBSD-certified small business and where it is not practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No Offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
2. Each prime contractor who wins an award in which a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. Upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. Upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.
- L. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for two (2) successive periods for the Expos held in 2022 and 2024, under the terms of the original contract. Price changes may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to expiration date of the original contract.
- 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 to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
- N. **OWNERSHIP OF PRINTING MATERIALS:** All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of the Commonwealth. Any furnished materials shall remain the property of the Commonwealth. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.
- O. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING :**
 - A. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder/offeror shall note such on the Small Business Subcontracting Plan. No bidder/offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.

- B. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution timely reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
- C. Prime Contractor Subcontractor Reporting:
1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (Businesses that are DSBSD-certified small, women-owned, minority-owned, businesses with DSBSD Service Disabled Veteran-owned status, or Employment Services Organization) and type of product/service provided, at the frequency required.
 2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided, at the frequency required.

VIII. **METHOD OF PAYMENT:**

The Contractor's monthly invoices will be paid by check or electronically within 30 days upon receipt of a valid and complete invoice with all required documentation submitted to:

Olivia Wilson
VDACS – Marketing Office of Promotions
102 Governor Street
Richmond, VA 23192

The Contractor may submit an itemized monthly invoice with receipts for reimbursable expenses incurred in the prior month.

APPENDIX A – Virginia Food & Beverage Expo (VFBE) Statement of Needs

Event Management Services

1. Shared Responsibilities (Contractor & VDACS):
 - a. Continuous communication between Contractor and VDACS to include conference planning meetings, etc. via conference calls or in person as needed.
 - b. Contracting and planning logistics with show decorator using the venue’s preferred decorator; and
 - c. Exhibitor Set-Up, Trade Show Staffing and Show Breakdown – Week of Trade Show.

2. Contractor Responsibilities:
 - a. Consolidate information from spreadsheet for registered buyers and exhibitors for name badge creation, printing, and distribution.
 - b. On-Site Buyer Registration, including name badge distribution.
 - c. Complete final registration list including walk-ins by April 3, 2020. File should be in an excel format to share with exhibitors. File must be able to be easily sorted by exhibitor, buyer, or media. Contractor to complete and VDACS will distribute. The Contractor is not permitted to distribute this list to any person or firm other than VDACS.
 - d. Area Hotel Group Discount Coordination, to include a “primary host hotel” that includes a Hospitality Suite; negotiate individual discounted guest rooms preferably consistent with government rate. Should coordinate courtesy room blocks with 5 – 8 area hotels. The primary host hotel with hospitality suite and adjoining sleeping room must be finalized by Labor Day 2019 and included on website, as well as on all Expo related printed and electronic materials.
 - e. Exhibitor Reception on Eve of Trade Show, to take place at “primary host hotel”
 1. Event room rental;
 2. Menu planning;
 3. Managing exhibitor invitations and RSVPs;
 4. Staffing reception welcome table; and
 5. Any special extras (e.g.: live music, special guest speaker if available)
 - f. Exhibit Hall Décor/Logistics (begin 1 year out – can use current VDACS owned décor as needed see Attachment G);
 1. Assist VDACS as needed during set-up and tear-down.
 2. Large show hall and entrance way and registration area signage creation and printing services and installation.
 - g. Transporting, unloading, and delivering tote bags to show on one of the two show set-up days.
 - h. Placing the following on each exhibitor’s table on Tuesday of the event dates between the hours of 11 AM and 12:30 PM:
 1. Tote bag containing a show directory;
 2. Pre-registered exhibitor name badges attached to lanyards;
 3. Exhibitor reception reminder card;
 4. Best New Product sign for those in the contest; and
 5. Post show Food Donation Letter and sheet of neon stickers.
 - i. Exhibitor/Show Tear Down – 4-6 PM on the Wednesday of the show;
 - i. Post-Show Survey of Exhibitors and Buyers Post-Show Survey of Exhibitors and Buyers;
 - j. Maintain insurance required by venue.

Marketing Services

1. Shared Responsibilities (Contractor & VDACS):
 - a. Continuous communication between Contractor and VDACS to discuss marketing strategy, etc. via conference calls or in person as needed.
 - b. Trade Show Advertising Campaign (online, print, social media, trade related broadcast) – Contractor in coordination with VDACS;
 - c. Exhibitor Recruitment – VDACS in coordination with Contractor; and

2. Contractor Responsibilities:
 - a. Buyer Recruitment/Relations and Pre-Show Follow-up (begin 1 year out).
 - b. Provides all Expo marketing and promotional materials, printed and electronic versions, for written approval by VDACS contact prior to distribution; and understands all Expo materials, resources and contacts remain property of VDACS Division of Marketing.
 - c. Develop and provide a time line and approval process for buyer outreach, including e-vites, social media, printed mailings, online newsletters, etc.
 - d. Direct and manage Expo advertising campaign, with options for applicable social media advertising and print advertising.
 - e. Identifying and securing opportunities to communicate with industry associations, such as Chambers of Commerce, Chef Associations, Retail Associations, Food and Beverage Manufacturing Associations as well as through industry publications (e.g. Food & Beverage magazine).
 - f. Buyer Recruitment Needs Development/Mailings:

NOTE: All printed materials, including save the date, formal invitation and reminder card mockups are submitted no later than July 1, 2019 for VDACS approval.

 1. Access to current trade industry buyer contacts – e-mail and hard copy mailings;
 2. Save the Date Postcard – to go out Summer 2019, at least by Labor Day 2019;
 3. Formal Invitation for Buyers – to go out 1st Week of January 2020;
 4. Reminder Postcard - to go out 1 month prior to Expo;
 5. Develop eVite for Exhibitor reception; and
 6. Send calendar news releases to industry, and appropriate media contacts.
 - g. Assist VDACS with Exhibitor Outreach:
 1. Contractor develops a marketing piece intended for the sole purpose of exhibitor recruitment. The marketing material should be available in low-res electronic format for emailing capabilities and a high-res print format. The Contractor will print 2,000 copies of this piece and deliver to VDACS staff for distribution no later than Labor Day 2019.
 - h. Beginning August 2019 (for publication beginning September 2019) Contractor develops a month-by-month preferred copy of Exhibitor focused show updates for Contractor to use to communicate with Exhibitors from Labor Day through day of show. These updates are intended to provide guidance and highlights to Exhibitors. Updates will be issued monthly from September – December, 2019 and semi-monthly from January – March. Updates should be sent to VDACS for advance approval. A copy of each final update should also be sent to VDACS.
 - Examples of updates: Key dates & deadlines, media opportunities, new updates regarding number of buyers, parking and unloading reminders, show tips.
 - i. Show Day Collateral Materials include, but are not limited to the following:

Note: Contractor should obtain at least two (2) competitive quotes for product purchases and provide product samples as requested by VDACS. Quotes and selection recommendations should be submitted for VDACS' review and written approval at least 30 days prior to required order date.

1. Printed Exhibitor Show Listing with Best New Product Guide included (copies consistent with pre-registration numbers);
2. Branded clip type lanyards for name badges. Lanyard mockup with sample provided to VDACS for approval no later than Labor Day 2019;
3. Quality branded tote bags for all exhibitors, attendees and VIPs. Tote bag mock up with sample provided to VDACS for approval providing sufficient time for obtaining different samples if needed. Approval must be obtained with adequate time to have the bags delivered at least one month prior to show day. Contractor must take the approval process and product lead time into consideration in order to have the product delivered on time. The Contractor will be responsible for any additional shipping/freight charges incurred if order is not placed timely.

Note: Lanyards, tote bags, and printed material for show distribution should be drop-shipped to the Event Management Contractor or as designated by VDACS.

4. Best New Product Award Wall with signage for each nominee on the wall and for their individual exhibit tables – VDACS to design, Contractor to print.

VDACS Responsibilities

1. Contracting and planning logistics for event space for a Wednesday, March ##, 2020 at the Greater Richmond Convention Center (GRCC), Exhibit Hall D (begin 18 months - 1 year out). The requirement to secure the location will be initiated by VDACS and the responsibility will transition to the Contractor after contract award;
2. Contracting and planning logistics for ARAMARK catering services at the GRCC;
3. Website – VDACS intends to contract with a 3rd party to develop the trade show website to include online registration and payment. VDACS will be the domain host, linking the Expo webpages under www.vaexpo.com.
4. Exhibitor Recruitment/Relations (begin the Tuesday after Labor Day 2019);
5. Best New Product Award coordination to include Best New Product Award Winner Trophies (3 trophies) with proper displays;
6. Pre-Show VDACS Food Safety checks;
7. Pre-Show ABC (Alcohol Beverage Control) checks;
8. Pre-Show Fire Marshall checks;
9. Show Day - Provide approximately 30-40 individuals on-site at the event to supplement Contractor's staffing
10. Show Day – Best New Product Award announcement – judging needs to take place prior to show day; and
11. Show Day – Food donation coordination once show ends.

To view past Expo videos go to www.vaexpo.com – click on MEDIA section

ATTACHMENT A:

Offeror Information Sheet

(Name of Offering Firm)

(Principle Firm Address)

(City, State, Zip Code)

(Signature of Offeror's Representative)

(Printed Name of Offeror's Representative)

(Representative's Title)

(Offering Firm's Telephone Number)

(Offering Firm's Fax Number)

(Offering Firm's E-Mail Address)

RETURN OF THIS PAGE IS REQUIRED (Tab 2)**ATTACHMENT B:****Offeror's Reference Data Sheet**

1. **QUALIFICATIONS OF OFFEROR:** The Offeror must have the capability and capacity, in all respects, to fully satisfy all of the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service: ___years___months.
3. **REFERENCES:** Indicate below a listing of at least three (3) recent references for which you have provided similar contracting services. **At least two (2) references must be for business to business trade shows or similar business to business events.** Include the date service was furnished and the name and address of the person VDACS has your permission to contact.

Client Name & Contact	Dates of Service	Brief Description of Event	Address, Phone, & Email

Name of Firm: _____

RETURN OF THIS PAGE IS REQUIRED (Tab 4)

ATTACHMENT C:**State Corporation Commission Form****Virginia State Corporation Commission (SCC) registration information. The offeror:**

is a corporation or other business entity with the following SCC identification number: _____ -
OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

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

RETURN OF THIS PAGE IS REQUIRED (Tab 5)

ATTACHMENT D:**Small Business Subcontracting Plan**

It is the goal of the Commonwealth that more than 42% of its purchases be made from small businesses. All potential Offerors are required to return this document with their response.

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in Section B.

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

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

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

Section A

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

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the Offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract.

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

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

RETURN OF ATTACHMENT D IS REQUIRED (Tab 6)

ATTACHMENT E:**PROPOSED PRICING SCHEDULE Virginia Food and Beverage Expo 2020**

The Offeror proposes to provide the services described in the Statement of Needs and the submitted proposal for the following total cost for the project. Cost should include all costs, including travel.

All work that is not self-performed must be submitted for reimbursement at cost (no mark up allowed). Contractors may submit monthly invoices with receipts for reimbursable expenses incurred in the prior month.

Total Not To Exceed Project Cost Event Management Services Only:

\$ _____

Event Management Services \$ _____ (fixed price)

NOTE: This is a fixed price to be paid after conclusion of the event. This amount includes all non-reimbursable expenses (e.g. project management, staffing, and other related services).

Provide a breakdown of costs for the following and any other anticipated costs:

Estimated Costs:

Venue Layout & Set Up \$ _____

Interior Decorations \$ _____
(e.g. overhead; banners; signage; posters; floral; etc.)

Exhibitor Reception \$ _____

Hospitality Suite Rental \$ _____

NOTE: Line item budget adjustments may be approved by VDACS during project provided the total budget does not exceed the total not to exceed project cost stated above.

Total not to exceed pricing must include all anticipated costs. Offeror may submit an itemized list of any additional costs associated with providing the services.

For evaluation purposes, Offeror should propose pricing based on the following assumptions:

Number of registered buyers: 2,000

(Note – Not all registered buyer may attend on the actual day of show)

Number of exhibitors: 170-200

Name of Firm: _____

RETURN OF ATTACHMENT E IS REQUIRED (Tab 7)

Total Not To Exceed Project Cost Marketing Services Only:

\$ _____

Marketing Services \$ _____ (fixed price)

NOTE: This is a fixed price to be paid after conclusion of the event. This amount includes all non-reimbursable expenses (e.g. project management, staffing, and other related services).

Industry Buyer/Contact Information \$ _____
(Addresses/Emails)

Media/Advertising/Social \$ _____
(Includes Social Media and current leading industry publications such as: Specialty Food Magazine, Specialtyfood.com, Gourmet News, Gourmet News Direct Mailer, Gourmet Retailer, Gift Biz Buzz, Foodservice Monthly, Gift Basket Association, wine/craft beverages/cideries/distillery associations and publications)

Design and Printing \$ _____
(Printing includes: Buyer Save the Date; Official Buyer Invitation; Reminder Buyer Postcard; Exhibitor Show Guides with Best New Product Directory included; Exhibitor Recruitment Card)

Branded Tote Bags \$ _____

Branded Lanyards \$ _____

NOTE: Line item budget adjustments may be approved by VDACS during project provided the total budget does not exceed the total not to exceed project cost stated above.

Total not to exceed pricing must include all anticipated costs. Offeror may submit an itemized list of any additional costs associated with providing the services.

For evaluation purposes, Offeror should propose pricing based on the following assumptions:

- Number of registered buyers: 2,000
- (Note – Not all registered buyer may attend on the actual day of show)
- Number of exhibitors: 170-200

Name of Firm: _____

RETURN OF ATTACHMENT E IS REQUIRED (Tab 7)

**Total Not To Exceed Project Cost Event Management and Marketing Service
(to be completed only if Contractor is offering to provide both services):**

\$ _____

*VDACS will be responsible for paying the following anticipated charges direct.

1. GRCC – Exhibit Hall Rental; Equipment; Guest Services; Maintenance Personnel/Operations; Parking; Security; Engineering.
2. Aramark – Catering.
3. Audio/Visual Services.

Name of Firm: _____

RETURN OF ATTACHMENT E IS REQUIRED (Tab 7)

ATTACHMENT F:

2018 VFBE BUDGET

Description	2016 Estimated Budget	Actual Contractor 2018 Costs	VDACS Estimated 2018 Direct Expenditures
Event Management and Buyer Recruitment Services (Buyer e-mail and U.S. mailing addresses)	\$21,000	\$28,000	
Design & Printing Printing included: Buyer Save the Date; Official Buyer Invitation; Reminder Buyer Postcard, Name Badges, Exhibitor Show Guide and Best New Product Directory (Exhibitor Show Guide & Best New Product Directory produced as one document)	\$ 3,000	\$ 9,060	
Postage Costs	\$ 8,000	\$ 3,603	
Posters/Signage for Show Day	\$ 1,000	\$ 415	\$ 6,500
Venue Layout & Set Up (Decorator)	\$22,000	\$17,703	
Branded Tote Bags (Qty 1,700)	\$ 5,000	\$ 5,272	
Branded Lanyards (Qty 1,700)	\$ 1,400	\$ 1,515	
Media/Advertising Included: Social Media, Specialty Food Magazine, Specialtyfood.com, Gourmet News, Gourmet News Direct Mailer, Gourmet Retailer, Gift Biz Buzz, Foodservice Monthly, Gift Basket Association & Virginia Wine Lover Magazine	\$10,300	\$ 8,000**	
Exhibitor Reception	\$10,000	\$ 9,965	
Hospitality Suite Rental	\$ 350	\$ 497	
Processing/Credit Card Transaction Fees		\$ 1,411	
Approved additional expenditure for show decor		\$10,158	
Approved additional expenditure for promotional items		\$ 3,658	
TOTAL	\$82,050	\$99,257	\$ 6,500

**This amount represents a net amount. Total media cost \$32,294 - \$24,294 (Contractor in kind contribution) = \$8,000 net cost.

VDACS will be responsible for paying the following anticipated charges direct.

- GRCC – Exhibit Hall Rental; Equipment; Guest Services; Maintenance Personnel/Operations; Parking; Security; Engineering.
- Aramark – Catering.
- Audio/Visual Services.

Attachment G: 2020 Expo Décor Photos

Double click below to see PowerPoint slides

Expo 2020 RFP Décor Photos

Please note in description what is rented (either from show decorator, GRCC, or Show A/V provider) and what is owned and stored by VDACS