

**VIRGINIA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES**  
**REQUEST FOR SEALED PROPOSALS (RFP)**  
**RFP# 301-17-018**

**Issue Date:** December 12, 2016

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

**Commodity Code:** 91876

**Issuing Agency:** Commonwealth of Virginia - Virginia Department of Agriculture and Consumer Services  
Procurement Office  
102 Governor Street, Rm. 240  
Richmond, VA 23219

**Period of Contract:** July 1, 2017 – June 30, 2018 (with four one-year renewal options)

**Sealed proposals will be received until 2:00 pm EST, on February 8, 2017, 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](mailto: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, or any other basis prohibited by state law relating to discrimination in employment*

**An optional preproposal conference will be held on 1.18.17 see Page 19, Section VII, I.**

**RETURN ALL PAGES ALONG WITH YOUR PROPOSAL**

**VIRGINIA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES**  
**TABLE OF CONTENTS**  
**RFP# 301-17-018**

		<u>PAGE</u>
I.	PURPOSE	3
II.	BACKGROUND	3
III.	STATEMENT OF NEEDS	3
IV.	PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS	6
V.	EVALUATION CRITERIA	10
VI.	GENERAL TERMS AND CONDITIONS	10
VII.	SPECIAL TERMS AND CONDITIONS	17
VIII.	METHOD OF PAYMENT	21
IX.	ATTACHMENTS	
	Attachment A: Offeror Information Sheet	23
	Attachment B: Offeror's Reference Data Sheet	24
	Attachment C: State Corporation Commission Form	25
	Attachment D: Small Business Subcontracting Plan	26
	Attachment E: Pricing Schedule	28
	Attachment F: 2016 Budget	29
	Attachment G: Office Space	33

## I. **PURPOSE**

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

## II. **BACKGROUND**

The Virginia Wine Board was established by the Virginia legislature within the Department of Agriculture and Consumer Services. The purpose of the Wine Board is to allocate funds to projects that expand viticultural and enological research, education, and promotion of the growing of grapes and the production of wine in the Commonwealth. The Virginia Wine Board Marketing Office is funded by the Virginia Wine Board, which is one of 15 commodity boards within the Virginia Department of Agriculture and Consumer Services. The Virginia Wine Board Marketing Office was created in 2007 to market and promote the growing Virginia wine industry on behalf of the Virginia Wine Board.

## III. **STATEMENT OF NEEDS**

The Contractor should provide all marketing and analytical services necessary for the effective operation of the Virginia Wine Board Marketing Office including, but not limited to, the development and execution of a fully integrated marketing and branding program for the Virginia wine industry.

A. Contractor requirements include:

1. Continue implementation of Vision 2020, the blueprint for the developing the strategic marketing plan to enhance the brand image and reputation of Virginia wines and the Virginia wine industry. This document can be viewed by selecting Vision 2020 at the following site: <https://www.virginiawine.org/industry/documents>

Performance expectations for III.A.1.:

- (a) Provide leadership related to the most effective and efficient ways to enhance the brand image of Virginia wines and the Virginia wine industry.
- (b) Formally brief the Wine Board at its quarterly meetings on the status of all board funded initiatives and the marketing budget.
- (c) Substantiate all recommendations and proposals with supporting documentation.
- (d) Develop a comprehensive marketing plan based on Vision 2020.
- (e) Identify key strategies to achieve specified goals and an evaluation procedure to measure success for all initiatives.
- (f) Develop and implement successful public relations, social media and content marketing strategies they yield positive results for furthering the Virginia wine brand.
- (g) Garner Virginia wine trade support through activities to build relationships between

opinion shapers, Virginia wineries, and Virginia wine distributors.

- (h) Complete all actions professionally and on time.
2. Effectively provide services and operate the Virginia Wine Board Marketing Office located in the Richmond, Virginia. Office space is provided by the Virginia Wine Board. Attachment G provides information on the current space.

Performance expectations for III.A.2:

- (a) Maintain office operations during normal business hours.
  - (b) Coordinate requests for Virginia wine for special events with wineries.
  - (c) Maintain ongoing communications with wineries, vineyards, media, trade partners and consumers about ongoing Virginia wine industry happenings.
  - (d) Respond appropriately to press inquiries and all requests by the Governor or his cabinet regarding Virginia wine and keep the Wine Board Chair advised of all requests and action taken.
  - (e) Provide information to legislators, consumer and business groups, and other key officials on wine industry initiatives and interests.
  - (f) Act as a Virginia wine industry liaison with pertinent national, state and regional organizations and attend various events representing the Virginia wine industry as necessary.
  - (g) Make presentations on the Virginia wine industry as necessary to various industry groups and interested organizations as schedules permit.
  - (h) Provide meeting space for the Virginia wine industry constituents as needed.
  - (i) Coordinate the Wine Marketing Matching Grant Program. The Wine Matching Grant program is managed by the Virginia Wine Board Marketing Office and is separate from the research, education and marketing grant programs funded by the Wine Board. The Matching Grant Program is designed to support Virginia wineries in promoting their products to consumers as well as to trade. The financial support offered in this program can be used to provide "seed funds" for new marketing initiatives to promote Virginia wines, foster partnerships among Virginia wineries and other community partners to achieve mutual marketing goals, and to promote Virginia wine in Virginia, regional, national and/or international markets. The Wine Marketing Office solicits proposals from the industry and facilitates the evaluation, selection and award process.
3. Maintain and keep competitive Virginia wine website and electronic marketing program that includes current, relevant information and comprehensive information about each winery (links), their events, festivals, etc. The site should be easy to navigate and be a leader among wine industry websites.

Performance expectations for III.A.3:

- (a) Ensure the Virginia Wine website information is accurate, current and updated routinely.
- (b) Enhance VirginiaWine.org to be the most comprehensive source of information on Virginia wineries, vineyards, and wines.
- (c) Build the search engine optimization (SEO) and search engine marketing (SEM) to maintain a maximum search position for VirginiaWine.org.
- (d) Increase web traffic to VirginiaWine.org. Establish and provide metrics to measure

activity.

4. Organize Virginia wine industry sponsored trade and media events, such as, October Virginia Wine Month and the Virginia Wine Summit.

Performance expectations for III.A.4:

- (a) Maintain an accurate list of key stakeholders in promoting Virginia wines.
  - (b) Develop an annual plan for major trade partner events to garner enthusiasm for and sales of Virginia wines.
  - (c) Evaluate best methods to reach and influence trade partners with methods such as trade tastings, point-of-sale (POS) materials and other strategies.
5. Develop and manage additional marketing programs sponsored by the Virginia Wine Board for the purposes of building the Virginia wine brand in an ever changing marketplace.

Performance expectations for III.A.5.:

- (a) Evaluate and define new opportunities for Virginia wines.
  - (b) Build cost effective and efficient marketing programs to achieve intended results.
  - (c) Develop measureable results for each new initiative.
  - (d) Work with the Virginia ABC to determine a method to track sales of Virginia Wine and report the results quarterly.
6. Design, produce, and distribute an annual Virginia Wineries Guide as approved by the Virginia Wine Board for an additional two (2) years (2018 & 2019).

Performance expectations for III.A.6.:

Accountable actions for Virginia Winery Guide include, but are not limited to:

- (a) Complete the data review and corrections, layout and design of the Virginia Winery Guide.
  - (b) Virginia Winery Guide to be printed and ready for distribution by January 15, annually.
  - (c) Responsible for printing and distribution of the annual Virginia Winery Guide.
  - (d) Provide postage and printing of approximately 250,000 guides. The associated costs may be listed as specific line item under the annual wineries guide budget request.
7. Monitor and document important benchmarks for the Virginia industry including sales by distribution channel, number of wineries and vineyards and other important data. Survey and report other items as needed such as important education and research needs, winery marketing needs and priorities, as well as, changes in consumer habits and views of Virginia wines.

Performance expectations for III.A.7:

- (a) Annually survey Virginia wineries to determine marketing priorities.
- (b) Annually survey trade partners (e.g. restaurateurs, sommeliers, distributors, wine shop owners, and consumers) to measure changes in brand awareness.
- (c) Assist 3<sup>rd</sup> party project managers with reaching vineyards and wineries for the

## Commercial Grape Report.

- B. Skills and knowledge required for marketing director/primary project leader:
1. Previous wine industry experience combined with analytical background and/or category management experience.
  2. Five (5) or more years of experience in consumer product marketing and/or market research.
  3. A bachelor's degree or higher in marketing or related field, MBA preferred.
  4. Exemplary interpersonal communication skills.
  5. Ability to effectively interact with government officials, trade partners, etc. on key industry issues and concerns.
  6. Superior expertise in analysis, design, development and utilization of database marketing tools.
  7. Ability to prioritize and get things done in a rapidly changing environment.
  8. Strong creative writing skills.
  9. Strong attention to detail.
  10. Team player with enthusiastic outlook and innovative mind.
  11. Valid driver's license.
  12. Ability to handle confidential and/or sensitive information in a professional manner.

C. Reporting Requirements:

The Contractor shall be required to submit an annual report on the Marketing Office. The annual Contractor's report, including a Statement of Profit and Loss and a Balance Sheet, is due on or before November 1 each year. A report format is available from the Director of the Division of Marketing, VDACS. Subsequent quarterly reports leading up to the annual report shall use the same reporting format.

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

#### IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. **General Requirements:**

1. **RFP RESPONSE:** In order to be considered for selection Offerors must submit a complete response to this RFP 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; **one (1) copy**, 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 Commonwealth pursuant to the RFP shall belong exclusively to the Commonwealth

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 the protections of Section 2.2-4342D 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, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

(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 Virginia Wine Board. 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 to allow for the Offeror's capabilities to provide appropriate services to be properly evaluated. 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. The copy should include Page 1 only of the RFP.

Tab 2: Attachment A - Offeror Information Sheet and a written narrative describing the Offeror's management and wine industry experience, including, but not limited to the following:

1. Experience of your company and its staff in providing the services described in the Statement of Needs;
2. Names, qualifications and experience of project manager and team to be assigned to the project; and
3. Capacity to provide services within your firm's current workload commitments.

Information should address the ability to meet the skills and knowledge requirements described herein.

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

1. Strategic marketing plan;
2. Providing services and operating the Virginia Wine Marketing Office;
3. Website, social media and electronic marketing;
4. Organizing trade and media events;
5. Developing marketing programs;
6. Virginia Wineries Guide; and
7. Monitoring wineries and vineyards.

Also, provide information on Offeror's plan to meet reporting requirements and describe system that will be utilized for tracking activity.

Tab 4: Documentation demonstrating the Offeror's financial stability and ability to provide the operations and management services required (e.g. annual report or financial statement prepared by CPA).

Tab 5: Attachment B – Offeror's Reference Data Sheet.

Tab 6: Attachment C – State Corporation Commission Form

Tab 7: 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 8: Attachment E – Proposed Pricing

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

Include Offeror's proposed, detailed operational and financial plans.

Tab 9: 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	35
Experience and Qualifications of firm and assigned personnel	20
Price Allocation/Marketing Budget	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](http://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 and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- 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.
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.
- 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 researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

### 2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime Contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages Contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions, *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *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 REQUIRED:

1. Workers Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the 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 must be named as an additional insured and so endorsed on the policy.
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](http://www.eva.virginia.gov)) for a minimum of 10 days.

S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

T. **NONDISCRIMINATION OF CONTRACTORS:** A Bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin,

age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Bidder or Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. EVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution 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](http://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.
- 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 terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- 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: \_\_\_\_\_ 02/08/17 2:00 PM  
 Name of Offeror Due Date Time

\_\_\_\_\_ 301-17-018  
 Street or Box Number RFP No.

\_\_\_\_\_   
 City, State, Zip Code

Marketing Services for the Virginia Wine Board  
 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. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor, not an employee or agent, of VDACS. Without limitation of the foregoing, the Contractor shall:
  1. not enter into any contract, agreement, or other commitment, or incur any obligation or liability, in the name or otherwise on behalf of VDACS;
  2. not be entitled to any worker’s compensation, pension, retirement, insurance, or other benefits afforded to employees of VDACS;
  3. provide for all national income tax and other withholding relating to the Contractor’s

compensation;

4. pay all social security, unemployment, and other employer taxes relating to the Contractor's performance of the services herein; and
5. perform all reporting, recordkeeping, administrative, and similar functions relating to the Contractor's compensation.

H. **INSURANCE, MONEY AND SECURITIES:** Contractor shall maintain a Broad Form Money and Securities Insurance Policy obtained from an insurance company licensed to conduct crime insurance business in the home state of the contractor and which has earned an A.M. Best Company, Inc. rating of A or better, as reflected in their most current publication, covering all money and property entrusted to the contractor by the Commonwealth of Virginia, with limits of coverage of not less than \$40,000 for Loss Inside the Premises Coverage and not less than \$40,000 for Loss Outside the Premises Coverage, naming the Commonwealth of Virginia as additional named insured with respect to this contract. Certificate of such protection must be presented to the purchasing agency prior to the start of the service showing name of insurance company, limits and type of coverage, term of coverage, additional insured provision and name and address of licensed insurance agent. The contractor agrees to maintain such policy until the completion of the contract and all money and property of the Commonwealth is remitted to the Commonwealth.

I. **OPTIONAL PREPROPOSAL CONFERENCE:** An optional preproposal conference will be held 10:00 AM EST on January 18, 2017 in room 220 Board Room Virginia Department of Agriculture and Consumer Services 102 Governor's Street, Richmond, VA 23219. The purpose of this conference is to allow potential bidders/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 bid/proposal, bidders/offerors who intend to submit a bid/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.

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 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.

K. **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.

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 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.

**M. 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.

N. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for four (4) successive one year periods, under the terms of the current contract and approved annual budget at a reasonable time (approximately 90 days) prior to expiration.

O. **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.

P. **CONTINUITY OF SERVICES:**

1. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
  - a. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
  - b. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
  - c. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
1. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

VIII. **METHOD OF PAYMENT:**

The Contractor's invoices will be paid within 30 days upon receipt of a valid and complete invoice with all supporting documentation submitted to:

David Robishaw  
VDACS

102 Governor Street  
Richmond, VA 23192

**and**

Board Member (to be determined)

**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. 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	Address	Phone & Email Address

I certify the accuracy of this information.

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

Name of Firm: \_\_\_\_\_

**RETURN OF THIS PAGE IS REQUIRED (Tab 5)**

**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 6)**

**ATTACHMENT D:**

**Small Business Subcontracting Plan**

It is the goal of the Commonwealth that more than 42% of its purchases be made from small businesses. All potential bidders are required to submit a Small Business Subcontracting Plan.

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

Certification applications are available through DSBSD online at [www.DSBSD.virginia.gov](http://www.DSBSD.virginia.gov) (Customer Service).

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

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

**Instructions**

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes but is not limited to DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in Section B.

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

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

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

**Section A**

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

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

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

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

Micro/Small Business Name & Address DSBSD Certificate #	Status if Micro/Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Describe Planned Involvement During Initial Period of the Contract	State Percentage (%) of Total Contract During Initial Period of the Contract
<b>Totals \$</b>				

**RETURN OF ATTACHMENT D IS REQUIRED (Tab 7)**

**ATTACHMENT E:**

**Proposed Pricing Allocation**

**Staffing and Management Fee** \$\_\_\_\_\_ (annual)

Provide a list of position titles and percent of time that will be allocated to VWB Marketing Services.

**Marketing Budget**

As an attachment provide an itemized list of your firm’s proposed pricing allocation (i.e. Marketing Budget) based on your proposal plan and approach to providing the requested services. The hypothetical budget amount of \$1,100,000 for the initial contract period should be used as a basis for your proposed budget.

Name of Firm: \_\_\_\_\_

## RETURN OF THIS PAGE IS REQUIRED (Tab 8)

## ATTACHMENT F: Budget

## Marketing Budget

as of May 19, 2016		Approved for 2016	Actual Spent for 2016	Proposed 2017
1				
2	<b>Staffing fees:</b>			
3	3 full time, 2 part time staff	278,570.00	278,570.00	290,472.00
4				
5	<b>Travel</b>	15,000.00	14,258.00	15,000.00
6				
7	<b>Moving</b>			10,000.00
8				
9	<b>Office Expenses</b>	35,000.00	30,549.00	35,000.00
10				
11	<b>Winery Guide</b>	<b>350K</b>		<b>250K/rack cards</b>
12	Printing	58,362.00	62,648.00	52,445.00
13	Design	15,500.00	15,315.00	15,500.00
14	Shipping	40,000.00	27,805.00	29,000.00
15		113,862.00	105,768.00	96,945.00
16	<b>Website &amp; Electronic Marketing</b>			
17	Enhancements	20,000.00	27,663.00	50,000.00
18	Blast emails (consumer & industry)	4,000.00	-	2,500.00
19	Email hosting fees	250.00	167.00	250.00
20	Web hosting	4,000.00	3,711.00	5,472.00
	Website Research	15,000.00		-
21	Routine Maintenance	10,000.00	12,705.00	15,000.00
22		53,250.00	44,246.00	73,222.00
23				
24	<b>Trade Relations</b>			

25	Wine Summit	115,000.00	113,236.55	130,000.00
26	V2 Camp (last year's budget)			33,450.00
27	Oct. VA Wine Month POS/Promos	30,000.00	31,201.00	48,000.00
29	DC Trade Event Mktg Southeast Trade Event	25,000.00	20,741.00	22,000.00
30	Mktg	20,000.00	24,634.00	26,000.00
31	First Lady Events	2,500.00	-	2,500.00
32	April Virginia Vineyard Month	30,000.00	1,074.00	15,000.00
33	VA Wine Ambassador Prog.	10,000.00	1,000.00	7,500.00
	July 2015 Trade Tastings (Last year's budget)			9,210.00
34	Wine Masters Promos	-		-
35		232,500.00	191,886.55	251,000.00
36			Does not include V2 Camp	
37	<b>Public Relations</b>			
38	Retainer(s) for PR assistance			
39	PPM	48,000.00	40,000.00	54,000.00
40	Local	9,000.00	-	
41	Social Media Support	12,000.00	10,000.00	12,000.00
42	Branding for Wine Industry	30,000.00	6,725.00	30,000.00
44	Governor's Cup Marketing	37,000.00	30,377.00	38,000.00
	Governor's Cup Gala			35,000.00
45	Epicurience (within DC budget) Wine Tourism		5,000.00	5,614.00
46	Conference	10,000.00	10,096.00	-
47	Photography	2,000.00	-	
48	Display Materials	2,000.00	-	2,000.00
49		155,000.00	102,812.00	171,000.00
50				
51	<b>Wine Library</b>	15,000.00	14,451.00	15,000.00
52				

53	<b>Advertising</b>	Misc. Advertising	20,000.00	18,245.00	20,000.00
		Virginia Travel Guide	20,000.00	18,993.00	20,000.00
54		Website Advertising	45,000.00		-
55			85,000.00	37,238.00	40,000.00
56					
57	<b>International Marketing</b>		40,000.00	2,427.00	40,000.00
58					
59	<b>Other</b>	Mktg Matching Grants	30,000.00	7,499.00	40,000.00
60		Economic Impact Survey	-		18,000.00
61		Governor Trade Missions	28,000.00	11,789.00	25,000.00
62		VA Ag Develop. Officers	500.00	500.00	-
		VWA Mktg Seminar	15,000.00	6,300.00	-
63		VCU Exec MBA study	3,000.00	3,000.00	-
64		Gov. Sig. Boxes	6,000.00		16,500.00
65			82,500.00	29,088.00	99,500.00
66					
67					
68	<b>Wine Board Mktg Office</b>		<b>1,105,682.00</b>	<b>851,293.55</b>	<b>1,137,139.00</b>
69					
70	<b>VA Wine Board Mktg Budget Allocations</b>			<b>1,227,679.33</b>	<b>1,197,554.90</b>
71					
72	<b>Total Wine Board Base Allocation</b>			<b>1,841,519.00</b>	<b>1,841,519.00</b>

<b>Category of Spending for Wine Mktg Office</b>	<b>Allocated Amount</b>	<b>Percent of Budget</b>
Operations(Staff, office & travel, moving)	350,472.00	28.5%
Driving Consumer Traffic	210,167.00	17.1%
Trade Relations	251,000.00	20.4%
Public Relations	186,000.00	15.2%
International Mktg	40,000.00	3.3%
Other Mktg Commitments	99,500.00	8.1%
<b>Total</b>	<b>1,137,139.00</b>	<b>92.6%</b>

**ATTACHMENT G: Office Space**

The Contractor is expected to operate out of space provided by the Virginia Wine Board during normal business hours. The facility consists of approximately 1,712 square feet of office space located at 600 East Main Street, Suite 330, Richmond, VA 23219. Utilities and housekeeping services are provided.

The Commonwealth retains management oversight to the assigned space and is responsible for all maintenance and operational services to the building and assigned space. Occupant shall make no repairs, renovations or improvements to the space without written approval from the Commonwealth.

See drawing on page 34.

Virginia Wine Board

