REQUEST FOR PROPOSALS (RFP)

Issue Date: November 8, 2021 **RFP# 301-22-052**

Title: Marketing Consulting Services in the Middle East

Commodity Codes: 96179 (Trade Services)

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

Initial Period of Contract: January 1, 2022 through December 31, 2022 (with four one-year optional renewals)

Sealed proposals will be received until 2:00 pm, EST on Tuesday, December 7, 2021, for furnishing the goods/services described herein. All inquiries for information must be submitted in writing, via email, to:

Kevin Steinbrecher, A.P.P., CPPB, VCO, VCM
Director, Procurement and Support Services
Telephone: 804-225-4887
Fax: 804-371-8372
Email: Kevin.steinbrecher@vdacs.virginia.gov

If proposals are mailed or hand-delivered to the Issuing Agency, use the address shown above. Faxed or electronic proposals are not allowed and cannot be accepted.

In compliance with this Request For Proposals (RFP) 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:_____

eVA Vendor ID or DUNS #. _____ Phone: (____) _____

E-mail: _____ 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 invitation to bid or request for proposal.

RETURN ALL PAGES ALONG WITH YOUR ORIGINAL PROPOSAL (Tab 1)

VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
TABLE OF CONTENTS
RFP# 301-22-052

		PAGE
I.	PURPOSE	3
II.	BACKGROUND	3
III.	STATEMENT OF NEEDS	3
IV.	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	8
V.	EVALUATION CRITERIA	11
VI.	GENERAL TERMS AND CONDITIONS	11
VII.	SPECIAL TERMS AND CONDITIONS	17
VIII.	METHOD OF PAYMENT	21
IX.	ATTACHMENTS	
	Monthly Fee for Services (Attachment A) **SUBMIT WITH PROPOSAL**:	22
	Offeror Information Sheet (Attachment B) **SUBMIT WITH PROPOSAL**:	23
	Offeror's Reference Data Sheet (Attachment C) **SUBMIT WITH PROPOSAL**:	24
	State Corporation Commission Form (Attachment D) **SUBMIT WITH PROPOSAL**:	25
	Exceptions (Attachment E) **SUBMIT WITH PROPOSAL**:	26
	Travel and Reimbursement Requirements (Attachment F):	27
	Consultant Approval Form (Attachment G):	30
	Request to Combine Business and Personal Travel (Attachment H):	31

I. PURPOSE

A. The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract with one Offeror through competitive negotiation for an in-country (in-region) consultant to assist with marketing and promotional activities for Virginia-produced products in the Middle East for the Virginia Department of Agriculture and Consumer Services (VDACS), an agency of the Commonwealth of Virginia.

II. BACKGROUND

A. VDACS helps Virginia companies develop profitable export opportunities throughout the world for products including, but not limited to, agricultural commodities, processed foods and beverages, seafood and aquaculture products, and forest products. Agricultural products are critical to Virginia's economy; the annual value of Virginia's agricultural exports exceeds $3 billion. These exports help support jobs related to farming, transportation, and other service sectors in the Commonwealth.

B. Through the use of staff based in Virginia and the utilization of in-country consultants in various markets, VDACS is able to maintain daily contact with buyers and gather trade leads for Virginia-produced products. VDACS' Office of International Marketing (OIM) also works hand-in-hand with numerous USDA Cooperators with offices around the world.

C. The last contract for these services with Channels Business Solutions, that also included the region of North Africa, expired on July 31, 2020. The monthly marketing services fee was $8,000.00. Please note, the region of North Africa is not a part of this RFP.

III. STATEMENT OF NEEDS

A. GENERAL:

1. VDACS is seeking an in-country consultant to assist with marketing and promotional activities in the Middle East. For the purposes of this RFP, the region of the Middle East is defined to include the countries of Bahrain, Cyprus, Egypt, Israel, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, the United Arab Emirates, and Yemen. VDACS' preference is that the Awarded Offeror be a marketing firm rather than a self-employed individual. The Awarded Offeror shall work with assigned VDACS marketing personnel. Offerors should specify the countries of The Middle East where they possess relevant capabilities and experience to perform the services.

2. VDACS seeks an in-country consultant in the Middle East to build trade relationships, determine the challenges with importing selected Virginia-produced food and agricultural products, and increase the awareness and interest in the procurement of Virginia-produced food and agricultural products.

3. VDACS marketing staff work with many U.S. Department of Agriculture Cooperators, such as SUSTA, the American Hardwood Export Council, the US Grains Council, and others. These organizations are a valuable resource to VDACS as a source of market intelligence and foreign contacts. Additionally, in some cases, Cooperator funds are available for VDACS to use for

export promotion activities to assist Virginia companies directly.

4. The Middle East is an important growth market for Virginia agricultural and forestry products. VDACS has been active in that market for more than twenty five (25) years. The purpose of the Awarded Offeror is to build upon the work that VDACS has already done in the Middle East and to secure new export business for Virginia companies. The ultimate success of this contract will be measured in new sales for Virginia businesses. The Awarded Offeror will work closely with VDACS staff, based in Virginia, to prioritize the products and segment the Middle East market to ensure the best possible chance for sales. A secondary purpose of the Awarded Offeror's work will be to keep VDACS and Virginia agricultural and forestry exporters well informed of tariff and non-tariff barriers that impact the competitiveness of Virginia exports, as well as the overall market conditions in the Middle East. Strategies will be developed jointly to address trade issues and economic conditions.

5. The Awarded Offeror shall provide recommendations and strategies for improving the competitiveness of Virginia exports in the Middle East. Special projects (trade shows, trade missions, in-store promotions, trade servicing, digital and social media marketing, etc.) may require extended travel or additional work hours in a given week.

6. The Awarded Offeror is expected to be located in and reside in the country of representation. Coverage of Bahrain, Cyprus, Egypt, Israel, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, the United Arab Emirates, and Yemen is preferred as well as a company location in one of these countries. If the Awarded Offeror's primary point of contact plans to spend more than thirty (30) consecutive days outside of the home market, he or she must notify VDACS in advance and provide an explanation as to who will be serving as the primary point of contact during the absence.

B. ASSISTANCE TO VIRGINIA COMPANIES: A key responsibility of the Awarded Offeror in the Middle East will be helping Virginia companies export their products to the Middle East by providing local market assistance. Many of these companies are small or medium-sized in nature, thus they need significant attention and assistance. The associated services that will be required of the Awarded Offeror may include, but are not limited to:

1. Assisting Virginia exporters in making contact with potential Middle Eastern importers, distributors, and retailers by developing matchmaking opportunities, providing interpretation and translation services, as necessary. Services may also be used for developing and delivering promotional material, correspondence, and for meetings, trade shows, and escorting foreign buyer missions in Virginia;

2. Assisting with travel for Virginia agribusiness exporters to the Middle East including arranging meeting and developing itineraries for VDACS and Virginia companies traveling to the Middle East, making hotel arrangements, and arranging transportation details;

3. Maintaining on-going contact with foreign buyers, including buyer selections and escorting buyer missions to Virginia;

4. Advising and assisting with distribution that includes finding importers, warehousing, and other distribution facilities and partners;

5. Advising on import ingredient restrictions, labeling regulations and other relevant regulations in the Middle East;

6. Reviewing market reports and other sources of information on the Middle Eastern market that will lead to better market intelligence and understanding of export opportunities for Virginia-produced products. Information should include issues of trade policies and changing economic conditions in order to provide VDACS with the most salient information;

7. Corresponding directly with Virginia companies to keep trade leads active and obtaining necessary information. In all cases, VDACS should be made aware of this contact through being copied on the correspondence;

8. Advising on obtaining payment for export transactions; and

9. Advising on marketing and public relations activities for Virginia-produced products.

10. Maintaining web sites, links, social networks and other web based media developed by the Awarded Offeror on behalf of VDACS.

C. TRADE SERVICING: The responsibilities of the Awarded Offeror in carrying out trade servicing include, but are not limited to:

1. Visiting with potential importers, distributors, retailers, and food service companies and food ingredient buyers, and developing lists of these companies that are the most reputable, experienced, and in the best position to purchase Virginia-produced products;

2. Developing and maintaining a database of potential Middle Eastern importers and buyers, their contact information, and their product interests;

3. Liaising with Foreign Agricultural Service Posts on a regular basis;

4. Informing VDACS of market development opportunities that arise throughout the year and activities that should be included in our marketing plans for the next year;

5. Traveling to the United States for meetings with VDACS personnel and clients when requested;

6. Generating and following up on trade leads after an event;

7. Following up with key buyers from trade missions and other special projects;

8. Ascertaining problems which may be inhibiting export sales;

9. Obtaining evaluations or participant feedback following each activity;

10. Tracking sales and other performance measures resulting from all events;

11. Assisting, on an ongoing basis, in generating export success stories; and

12. Providing information regarding trade servicing in the weekly report that outlines the trade servicing completed and any results achieved.

D. MARKET RESEARCH, DEVELOPMENT, AND PROMOTION: The responsibilities of the Awarded Offeror in carrying out market research, development, and promotion include, but will not be limited to:

1. Undertaking industry and/or sector studies as requested;

2. Identifying and recommending promotional opportunities in the food service, food retail, and food ingredient sectors of the market;

3. Developing and assisting with implementation of promotional activities within the guidelines specified by VDACS, including negotiating promotional terms, assisting with in-store merchandising and display, digital and social media marketing, and developing promotional concepts and materials;

4. Developing and executing a digital marketing strategy with the guidance of VDACS staff for Virginia agricultural and forestry industries, products and/or companies;

5. Submitting a report on each activity and providing any required evaluation results; and

6. Performing other specific consulting work as requested by VDACS.

E. TRADE SHOWS: The Awarded Offeror will notify VDACS and Virginia companies of the best opportunities to exhibit at trade shows in the Middle East, providing them with the information and support they need to be an effective exhibitor at these events. In addition, the Awarded Offeror should provide value for exhibitors by focusing efforts on maximizing their potential for developing leads, securing an importer/distributor, and realizing sales from the show. Ultimately, by being adequately prepared to do business at the show, companies make the best possible use of the trade show environment and improve their chances for achieving new sales. Trade shows and activity dates will be determined after award and on an on-going basis in conjunction with VDACS OIM staff. The types of services considered for each trade show should include, but are not limited to:

1. Identifying and providing details on food trade shows in the Middle Eastern market to include the number of exhibitors, key buyers attending, and recommendations on which shows to exhibit;

2. Conducting pre-show product research regarding pricing, import regulation, and competitor analysis;

3. Targeting invitations to qualified buyers for exhibitor booths, providing buyer-seller instructions, and setting up pre-arranged appointments for each exhibitor;

4. Providing basic exhibitor material for buyers on each company exhibiting and their product information;

5. Providing technical support at the show, to include on-site show assistance by in-market representatives;

6. Providing in-market briefings and local industry tours, as appropriate;

7. Qualifying exhibitors' leads from the show, and conducting due diligence, if necessary; and

8. Conducting follow-up correspondence with key buyers after the show.

F. VIRTUAL TRADE MISSION: The Awarded Offeror should provide the best matchmaking opportunities for Virginia companies with key Middle Eastern buyers by organizing virtual trade missions as follows:

1. Identify key contacts in the market to participate in virtual meetings with Virginia companies;

2. Create invitations and invite key buyers;

3. Schedule virtual meetings for Virginia products/companies with buyers;

4. Work with VDACS staff to coordinate and facilitate virtual meeting and shipping of sample products to buyers as needed;

5. Work with VDACS staff to prepare an agenda for each Virginia company and Middle Eastern buyer.

G. INBOUND TRADE MISSIONS: The Awarded Offeror should provide the best opportunities for Virginia companies with key Middle Eastern buyers by providing matchmaking one-on-one meetings during inbound trade missions which:

1. Identify key contacts in the market to travel to the U.S. for one-on-one meetings with Virginia companies;

2. Create invitations, and invite key buyers;

3. Schedule one-on-one meetings for each buyer with Virginia companies;

4. Work with VDACS to identify and secure a location for the one-on-one meetings;

5. Work with VDACS to organize and coordinate all logistics for the one-on-one meetings;

6. Organize and coordinate market tours in each location; and

7. Prepare an agenda for each Virginia company to meet key Middle Eastern buyers.

H. OUTBOUND TRADE MISSIONS: The Awarded Offeror should provide the best opportunities for Virginia companies with key Middle Eastern buyers by providing matchmaking one-on-one meetings during outbound trade missions which:

1. Identify key contacts in the market for one-on-one meetings with Virginia companies in the Middle Eastern market;

2. Schedule one-on-one meetings for each buyer with Virginia companies;

3. Work with VDACS to identify and secure a location for the one-on-one meetings;

4. Work with VDACS to organize and coordinate all logistics outbound trade missions and one-on-one meetings;

5. Organize and coordinate market tours in each location; and

6. Prepare an agenda for each Virginia company to meet key Middle Eastern buyers.

I. DELIVERABLES: The Awarded Offeror should provide the following deliverables:

1. Weekly activity summary reports to VDACS with information that may be included in VDACS' Marketing Division Weekly Report—to include number of client calls/visits, contact information regarding the call/visit (an in-person visit, a phone call, or email), and notes and outcomes of the calls/visits;

2. Special written or oral reports, when requested by VDACS; and

3. Trip or activity reports when requested by VDACS, should include:
   a. Purpose of travel and a brief summary;
   b. Itinerary of meetings and/or work accomplished;
   c. Observations, conclusions, and recommendations;
   d. A list of contacts and/or business cards received as a part of working under this contract; and
   e. Expense report in VDACS' Excel format, with original receipts.

4. Documentation of the following annual targets:
   a. 50 documented sales/marketing presentations to relevant companies across the Middle East;
   b. 3 social media campaigns and 2 virtual trade missions/buyer meetings;
   c. 1 organized trade mission to the Middle East with Virginia exporters;
   d. 1 reverse trade mission in Virginia for importers from the Middle East;
   e. 4 documented new sales accounts for Virginia exports; and

5. The Awarded Offeror will be responsible for planning, promoting, and managing the above trade activities under VDACS' Middle East initiative.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

GENERAL INSTRUCTIONS:

A. <u>RFP RESPONSE:</u> In order to be considered for selection, Offerors must submit a complete response to this RFP. **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, and **three (3) copies (paper)**, so marked, of each proposal must be submitted to VDACS Procurement office.

If applicable, the outside of the proposal must be marked to denote proprietary information.

1. **<u>PROPOSAL PREPARATION</u>**:

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 that 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 capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

c. Proposals should be organized in the order in which the requirements are presented in 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 and sub letter and to repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents that cross references the RFP requirements. Information that 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.

2. **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 agency. 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.

B. **SPECIFIC REQUIREMENTS OF PROPOSAL:** Proposals should be as thorough and detailed as possible so that the Agency evaluation team may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal. The proposal response must be submitted in the same order as outlined below, to include the same "TAB" headings.

Tab 1. Return of the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.

Tab 2. Return of the Offeror Information Sheet (Attachment B) and Offeror's Reference Information Sheet (Attachment C)

Tab 3. A written narrative describing the Offeror's marketing plan that addresses each section in the Statement of Needs as outlined in Section III. Information should also include the Offeror's location plan and set up or current office facilities. Information on the specific areas/locations in the Middle East where the firm has relevant experience should be included.

Tab 4. Specific Offeror's experience and familiarity with marketing in the Middle East including, but not limited to the firm's understanding of the diverse issues of importing/exporting of Virginia-produced products. Information includes, but is not limited to, the challenges and proposed solutions as well as the proposed process to research and advise on tariff and non-tariff barriers impacting Virginia exports.

Tab 5. Expertise and experience of the company in understanding the diverse issue of international marketing as it relates to the Middle East. Provide the names and resumes of each of the proposed project team members and the role they will assume if firm is awarded the contract. Include the percentage of time these individuals times will

be dedicated to support this initiative. Identify the primary point of contact and the backup person that can provide information when the primary contact is not available. Confirm the primary point of contact is located and resides in the Middle East. In addition, state if this individual anticipates being out of the home market for thirty (30) or more consecutive days a year.

Tab 6. Monthly Fee for Services shall be submitted (Attachment A). The price offered should cover the entire fee for wages, overhead and any other administrative cost related to the proposal. This base fee should not fluctuate from month to month.

NOTE: The cost of conducting certain specific activities should not be included in the pricing schedule, as certain expenses, such as the cost of trade show booths, overnight lodging, airfare, or travel-related meals, and other incidental expenses may be paid to the Awarded Offeror on a reimbursement basis. These individual activities/expenses of more than $1,000 a piece require pre-approval by VDACS.

Tab 7. Complete and submit the State Corporation Commission Form (Attachment D) and the appropriate Internal Revenue Service form (W-8BEN or W-8BEN-E) located at http://www.irs.gov/Forms-&-Pubs.

Tab 8. Complete and submit Exceptions, Attachment E: Does your Firm accept Section III, "STATEMENT OF NEEDS", Section VI, the "GENERAL TERMS AND CONDITIONS", Section VII, the "SPECIAL TERMS AND CONDITIONS," as presented in the RFP?

V. EVALUATION CRITERIA

A. Evaluation Criteria: Proposals shall be evaluated using the following criteria:

CATEGORY	POINT VALUE
Plans and approach for providing the services.	40
Expertise and related experience of the firm and assigned personnel.	35
Price.	25

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 process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) 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 "I Sell To Virginia".

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 (bids/proposals), (bidders/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 sexual orientation, gender identity, 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, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b. The contractor, in all solicitations 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 the requirements of this section.

   d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

   e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the 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.

   f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. 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 (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over $10,000: 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 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 IFBs AND 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 (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/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 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 2.2-4364. 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. <u>To Subcontractors</u>:

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, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/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 (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/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. **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 eVA (www.eva.virginia.gov) for a minimum of 10 days.

R. **DRUG-FREE WORKPLACE:** Applicable for all contracts over $10,000: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.

S. **NONDISCRIMINATION OF CONTRACTORS**: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the 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.

T. **AVAILABILITY OF FUNDS:** 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.

U. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.

V. **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.

W. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

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

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

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic , but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

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.

The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

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. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be 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.

D. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases 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 the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Other services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

E. **PROPOSAL ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for 90 days. At the end of the 90 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.

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 an envelope or package,

sealed and identified as follows:

Solicitation Number and Title: _____

From:_____ _____
Name of Offeror Due Date Time

_____
Street or Box Number

_____
City, State, Zip Code

DSBSD-certified Micro Business or Small Business No._____

_____
Name of Contract Officer

G. **NONCOMPETITION**: During the term, and for a period of one (1) year after the expiration of the term, the Contractor shall not provide any services to any entity which, in the sole discretion of VDACS, directly or indirectly, competes with VDACS. The Contractor shall not enter into any contracts or agreements with other economic development organizations for the provision of services without prior written consent of VDACS.

H. **FOREIGN CORRUPT PRACTICES ACT COMPLIANCE**: The Contractor acknowledges that performance of this contract is subject to U.S. *Foreign Corrupt Practices Act* U.S.C. §§ 78dd-1, et seq., as amended from time to time (the *FCPA*). The Contractor represents and warrants to VDACS that it is familiar with the *FCPA* and its purposes and, specifically, that it is familiar with the *FCPA*'s prohibition of the acts described in Article 9.

1. In connection with its performance of this Contract, the Contractor shall not, directly or indirectly, offer, pay, give, promise to pay or give, or authorize the payment or giving of any money, gift, or anything of value to (a) any foreign official (as defined herein), any foreign political party or official thereof, or any candidate for foreign political office; (b) any person while knowing that all or a portion of such money, gift, or thing of value will be offered, paid, given, or promised, directly or indirectly, to any such foreign official, foreign political party or official thereof, or to any candidate for foreign political office (each such official, political party, or official thereof, or candidate or person being herein called a "Restricted Person"); (c) any officer, director, shareholder, employee, or agent of any foreign government entity or person, for the purpose of influencing any act or decision of such foreign official, foreign political party or official thereof, candidate or person, officer, director, shareholder, employee, or agent in his, her, or its official capacity, or inducing such foreign official, foreign political party or official thereof, or candidate or person to do or omit to do any act in violation of the lawful duty of such foreign official, foreign political party or official thereof, candidate or person, or securing any improper advantage; or inducing such foreign official, foreign political party or official thereof, candidate, officer, director, shareholder, employee, or agent to use his, her, or its influence with any foreign government or instrumentality thereof or any customer to affect or influence any act or decision of such foreign government or instrumentality or customer; in order to assist the Contractor or VDACS in obtaining or retaining business with, or directing business to, any person. As use herein, "foreign official" means any officer or employee of a foreign government or any department, agency, or instrumentality thereof,

or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization.

2. The Contractor represents and warrants he, she, it is not a Restricted Person.

3. The Contractor has not performed and shall not perform any act which would constitute a violation of the *FCPA* or which would cause VDACS to be in violation of the *FCPA*.

4. In the performance of the services, the Contractor shall act in accordance with the highest standards of honesty, integrity, and fair dealing—while complying with all applicable U.S. laws.

I. **EXCUSED PERFORMANCE**: Neither VDACS nor the Contractor will be liable for, or considered to be in default or in breach of this contract on account of any delay or failure to perform as required by this contract as a result of any cause or condition beyond his, her, its reasonable control (including, without limitation: fire, explosion, earth quake, storm, flood, wind, drought, and act of God or the elements; court order; act, delay, or failure to act by civil, military, or other governmental authority; strike, lock-out, labor dispute, riot, insurrection, sabotage, and war; and act, delay, or failure to act by the other party or any third party); provided that such party uses its best efforts to overcome promptly or mitigate the delay or failure to perform. Any party whose performance is delayed or prevented by any cause or condition with the purview of this section will promptly notify the other party thereof, the anticipated duration of the delay or prevention, and the steps being taken to overcome or mitigate the delay or failure to perform.

J. **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.

K. **GOVERNING LAW**: This Contract will be interpreted, construed, and enforced in all respect in accordance with the laws of the Commonwealth of Virginia without reference to its rules relating to choice of law, except to the extent preempted by the laws of the United States of America. Neither party will commence or prosecute any suit, proceeding, or claim to enforce the provisions of the Contract, to recover damages for breach or default under this contract, or otherwise arising under or by reason of this contract, other than in the state or federal courts located in Richmond, Virginia.

L. **AMENDMENT**: No amendment of any provision of this contract shall be valid unless set forth in a written amendment signed by both parties.

M. **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.

N. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

O. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

VIII. METHOD OF PAYMENT:

The Contractor's fee and reimbursements will be paid in accordance with the requirements outlined in Attachment A, items F. & G. Invoices, along with all receipts and supporting documentation, shall reference the contract number and be sent to:

Virginia Department of Agriculture and Consumer Services
Attn.: Keith Long
102 Governor Street
Richmond, VA 23219 USA

ATTACHMENT A: MONTHLY FEE FOR SERVICES

Offeror agrees to provide the proposed marketing services in the Middle East for the following price:

$_____ USD* per month X 12 (for the initial contract period of 1 year) =$_____*

The cost of conducting certain specific activities should not be included in the monthly fee provided above, as certain expenses, such as the cost of trade show booths, overnight lodging, airfare, or travel-related meals, and other incidental expenses may be paid to the Contractor on a reimbursement basis.

*All prices must be stated in U.S. dollars.

RETURN OF THIS PAGE IS REQUIRED (TAB 6)

ATTACHMENT B: 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 C: OFFEROR'S REFERENCE DATA SHEET

1. QUALIFICATION 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.

COMPANY NAME AND CONTACT	ADDRESS	PHONE NUMBER/EMAIL	SERVICE DATES

RETURN OF THIS PAGE IS REQUIRED (TAB 2)

ATTACHMENT D: 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 7)

ATTACHMENT E: EXCEPTIONS

Complete the following. Check one option only.

_____ Firm does not take any exceptions to the Statement of Needs, General Terms and Conditions, or Special Terms and Conditions.

OR

_____ Firm takes the following exception(s): (include page and section number and description of exception).

_____

_____

_____

_____

_____

_____

_____

RETURN OF THIS PAGE IS REQUIRED (TAB 8)

ATTACHMENT F: TRAVEL AND REIMBURSEMENT REQUIREMENTS

A. **PERSONAL BUSINESS**: The Contractor shall not solicit personal business during the time the Contractor is performing work under this contract. Any business conducted for the benefit of the Contractor must be done on the Contractor's own time and at the Contractor's personal expense and shall not pose a conflict of interest with the goals and objectives of VDACS.

B. **OVERNIGHT TRAVEL**: Prior to overnight travel where an individual trip is expected to cost in excess of $1,000, the Contractor shall obtain written approval from VDACS—utilizing the Consultant Approval Form found in Attachment B. The Contractor will be reimbursed for all travel expenses within allowable guidelines in accordance with VDACS Travel Policy 4.2. The allowable reimbursement rate for lodging, meals and incidental expenses is based upon the US Department of State guidelines as published at http://aoprals.state.gov/web920/per_diem.asp. Allowable rates for travel within the United States shall be based upon Commonwealth of Virginia guidelines adhered to in accordance with VDACS policy. Advance travel authorizations will be required for:

1. All consultant travel that will be outside of the Contractor's base country or,
2. Any domestic travel, within the Contractor's base country where costs will exceed $1,000.

Meal expenses will be reimbursed in accordance with allowable per diem rates for the travel location. The per diem rates as established by the US Department of State include reimbursement for overnight meals and incidental expenses such as tips, personal telephone calls and laundry. The Contractor must provide a full explanation and supporting documentation to be reimbursed for business telephone calls.

The Contractor must provide with the invoice an original, itemized receipt for expense reimbursements including an itemized hotel bill as evidence of overnight accommodations, along with the approved Consultant Approval Form. Transportation cost between locations must include an original bill or statement from the common carrier or a statement of miles driven by the Contractor. When procuring services via the Internet, the Contractor must provide a hardcopy of the final page from the Internet site showing total cost and confirmed services and the Airline confirmation (ticket stub) of the type of ticket purchased.

C. **SPECIAL PROJECTS/EXPENSES FOR OTHER THAN OVERNIGHT TRAVEL**: Prior to incurring expenses expected to exceed $1,000 related to a special project or any other activity, the Contractor shall obtain written approval from VDACS—utilizing the Consultant Approval Form found in Attachment B. The Contractor must provide with the invoice an original, itemized receipt for expense reimbursements, along with the approved Consultant Approval Form. Examples for costs that may be reimbursed include, but are not limited to:

1. procuring materials, supplies, or services for special events;
2. advertising;
3. promotions or product demonstrations; and
4. costs associated with trade shows.

D. **COMBINING OF BUSINESS AND PERSONAL TRAVEL**: The combining of business and personal travel is discouraged and subject to VDACS approval. If, however, personal travel is combined with necessary business travel, the Contractor must request prior authorization in writing from VDACS. The request should be submitted on the Request to Combine Business and Personal Travel Form, Attachment C. Reimbursement of travel expenses will be limited to costs incurred exclusively for conducting official VDACS business, which must be clearly documented and justified. No costs incurred by having a spouse, family members, or pets with the Contractor on the trip will be reimbursed. The Contractor should submit the completed request form to VDACS at least thirty (30) days in advance of the trip. The approved form must be attached to the invoice for reimbursement purposes.

E. **EXTRAORDINARY COSTS**: Any extraordinary costs incurred by the Contractor may be considered for reimbursement if fully justified in writing and approved by the VDACS Director of International Marketing unless the costs are travel related. All travel related expenses must be approved in advanced in accordance with VDACS Policy 4.2 when:

1. Travel will be conducted outside of the country; or
2. When domestic travel costs will exceed $1,000. Advance approval must be obtained utilizing Consultant Approval Form found in Attachment B.

F. **PAYMENT/REIMBURSEMENT PROCESS**: All payments for the monthly contract fee on this contract will be made within 30 calendar days after VDACS receives a proper and correct invoice from the Contractor and all of the required supporting documentation. The payment for the monthly contract fee will be made in U.S. Dollars.

A separate invoice shall be sent for reimbursement of approved costs including travel, special projects, or for any other activities (not including the normal monthly contract fee). For these reimbursements, payment will be made within 15 calendar days after VDACS receives a proper and correct invoice from the Contractor and all of the required supporting documentation, including the Consultant Approval Form authorizing the expenses for which reimbursement is being requested, all supporting receipts, and other requested supporting documentation. Itemized receipts shall be provided whenever available. (This paragraph supersedes VI.J.1.b.)

The Contractor must provide an original hotel bill as evidence of overnight accommodations. Transportation costs between locations must include an original bill or statement from the common carrier or a statement of miles driven by the Contractor. For requests for reimbursement of miles driven by the Contractor, supporting documentation from a web-based tool such as MapQuest or Google Maps should be included with the invoice, along with an explanation of the purpose of the trip, beginning and ending destinations, and any stops made along the way.

G. **REIMBURSABLE EXPENDITURES**: Reimbursable expenditures may include the following actual direct costs incurred by the Contractor: lodging, airfare, public transportation costs, rental fees, advertising, promotional event and service costs, procurement of product samples, shipping

costs, and business meals. Requests for these reimbursable direct costs must be approved in writing by VDACS in advance, utilizing the Consultant Approval Form found in Attachment B, when the total cost of items or services are expected to exceed $1,000 USD for a specific project or activity, or in accordance with requirements for Overnight Travel, Special Projects/Expenses for Other Than Overnight Travel and Combining of Business and Personal Travel. Reimbursement submissions must be supported with original, itemized receipts as well as the written approval from VDACS, when applicable. Meal expenses for overnight travel will be reimbursed based on allowable per diems for the travel destination instead of actual expenses. Incidental costs such as tips are included in the per diem allowance and will not be reimbursed based on actual expenses. Certain individual expenses may be reimbursed in the local currency paid by the Contractor, when possible and practical for VDACS. When reimbursement is not made in the local currency and an exchange rate is used by VDACS to make reimbursement, the exchange rate for these expenses shall be calculated by using the OANDA currency converter found at: http://www.oanda.com/currency/converter/ for the actual dates on which the expense was incurred. Any invoices for reimbursable expenses received by VDACS that are six (6) months or more past the date when the expenditure occurred, may not be reimbursed by VDACS.

Business Meal expenses may be reimbursed at actual cost not to exceed 150% of published US Department of State guidelines. Original, itemized receipts will be required for all business meal reimbursements. All business meal expenses involving entertainment of prospective clients should be noted by selecting “Yes” in the appropriate drop down box on the Consultant Approval Form.

ATTACHMENT G: CONSULTANT APPROVAL FORM

VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Attachment B

CONSULTANT APPROVAL FORM

Consultant Name:
Country / Region:
Travel Dates:
Location:

Estimated costs should be provided for submission of advanced approvals.
Actual costs should be added when submitting reimbursement request.

Trip Costs:	Check all that apply:	**Estimated Costs**	**Actual Costs**
Lodging (Gov't Rate)*			
M&IE			$ -
Registration Fees		$ -	$ -
Transportation			$ -
Buisness Meals		$ -	$ -
Other:_____			$ -
Other:_____		$ -	$ -
Total Trip Costs:		$ -	$ -

NOTE: All original, itemized receipts must be attached to approved form when submitting a reimbursement request documentation.

Description of Request and Justification:

	Yes or No
*** Will lodging costs fall within US State Department allowances?**	
Expenses involve prospective client/potential business provision?	

☐ Approved

☐ Disapproved

Cost Code

Authorization: Director of Marketing / International Marketing — Date
Out of Country or > $1,000

* Authorization: Admin / Finance (Comm. Lodg. Designee) — Date
If lodging exceeds allowance

Please complete actual costs on approved form subsequent to travel. Submit approved/completed form along with consultant invoice for reimbursement of travel expenses.

ATTACHMENT H: REQUEST TO COMBINE BUSINESS AND PERSONAL TRAVEL

Request to Combine Business and Personal Travel

Name: _____

Destination: _____

Purpose of Business Travel:

Dates of Official Business Travel: _____

Dates of Personal Travel: _____

The consultant's reimbursement will be limited to travel expenses incurred during the period of official business travel. Official business travel includes:

- The period of time normally required to conduct official business;
- Travel normally required to arrive at and depart from the official place of business (travel that is arranged for the Virginia Department of Agriculture and Consumer Services's (VDACS) benefit to obtain lower fares or costs is consided apart of official business travel);
- Lodging, meals, and other allowable expenses related to the period of travel required to arrive at, conduct, and depart from official business activities.

The consultant is responsible for expenses incurred for personal travel and activities conducted prior to or after the completion of the period of official business travel, except that the VDACS will reimburse the full cost of round trip expenses relating to official travel. The consultant is responsible for any expenses related to accident or injury while not on official state business.

I understand these guidelines and will request reimbursement only for those expenses related to conducting official business for VDACS.

_____ _____
Consultant Signature Date

_____ _____
Contract Administrator Approval Date

_____ _____
Division Director/Designee Approval Date

* Please submit this form at least 30 days in advance of the trip. Attach a copy of the approved form to the reimbursement voucher.