

Request for Proposals - Cover Sheet

Issue Date: October 24, 2023

VTC RFP Number: 24-042

Title: “Virginia is for Lovers” Merchandise Program

Issuing Organization

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

Initial Period of Contract: Three years from award of contract, with five one-year options by VTC to extend.

Sealed Proposals must be received by VTC by **5 p.m. prevailing local time EST on January 11, 2024**. Official time is determined at the reception desk. Proposals received after that time will not be considered. Proposals submitted electronically will not be considered.

All Inquiries for Information Should Be Directed To:

Terry Minor

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

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

Company Name and Address of Offeror:	Date:
	Contact Name:
	Title:
	Signature:
	Telephone Number:
DUNS Number:	E-Mail Address:
Are you eVA Registered? <input type="checkbox"/> Yes <input type="checkbox"/> No eVA Vendor ID: _____ You are required to be an eVA Registered Vendor .	Virginia DSBSD-Certified Small Business # _____ (if applicable)

MANDATORY VIRTUAL PRE-PROPOSAL CONFERENCE: A mandatory virtual pre-proposal conference will be held at **10:00 a.m. EST, November 9, 2023**. Reference: Section VIII herein for further information. **Proposals will only be accepted from those who attend this virtual conference. You must pre-Register by deadline, November 6, 2023, no later than 4 p.m. EST.**

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I. Purpose

The purpose of this Request for Proposals (RFP) is to enter an agreement (“Agreement” or “Contract”) with a qualified vendor to be the exclusive and licensed vendor (except for the exclusions and exceptions identified in this RFP) for the design, creation, production, marketing, sale, and distribution of the Virginia Tourism Corporation’s (VTC’s) Virginia is for Lovers (VIFL) branded apparel and merchandise, as well as for the design, build, hosting, and managing of an e-commerce site to be used to sell such VIFL merchandise. The sale of such merchandise will also provide funds for the VTC’s marketing programs while building brand awareness of the *Virginia is for Lovers* slogan to consumers and potential visitors to Virginia.

II. Background

A. VTC Background

The Virginia General Assembly created the Virginia Tourism Authority (Authority) in 1999 to encourage and support the development and expansion of the Commonwealth’s tourism and film industry. The Authority, doing business as the Virginia Tourism Corporation (VTC), serves the broader interests of the economy of Virginia by supporting, maintaining, and expanding the Commonwealth’s domestic and international travel market and motion picture production industry, thereby generating increased visitor expenditures, tax revenues, and employment. The VTC develops and implements programs beneficial to Virginia travel-related and motion picture production-related businesses and/or consumers that no industry component or organization would be expected to conduct on its own.

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

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses owned by women and minorities in state procurement activities. Toward that end, the VTC encourages firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

B. VIFL Background

The *Virginia is for Lovers* slogan has been in existence since 1969, when the idea came from a creative team headed by George Woltz of Martin & Woltz Inc., a Richmond-based advertising agency. In 2009, the logo and the slogan won inclusion on the Ad Week Walk of Fame. Today, *Virginia is for Lovers* continues to be the official state travel slogan.

The *Virginia is for Lovers* marks have been used for many years in connection with the promotion of travel and tourism in the Commonwealth of Virginia, VTC services, and as part of an extensive licensing program for a wide variety of merchandise related to travel and tourism. As a result, the *Virginia is for Lovers* marks are known throughout the world as identifying the Commonwealth, VTC, and its tourism products. This year is the 54th year of using the *Virginia is for Lovers* slogan in conjunction with these goods and services.

The Virginia Tourism Authority owns an array of trademark registrations to protect the marks that we use.

C. Brand Strategy Background

Now in year 54, the VIFL brand continues to showcase Virginia as an authentic travel destination. The brand, as we know through research, is highly recognizable and resonates with VTC's audiences. VTC's brand itself is a key differentiator amongst VTC's competitors. VIFL is engrained in the culture of Virginia. It has become a point of community and Virginia pride. VTC's audiences want to participate in VTC's brand, and this creates the opportunity for VTC to leverage its brand to drive sales of more compelling products which are easier to promote on VTC's existing channels. The essence of the VIFL brand should be reflected through all the merchandise offered.

The VIFL brand targets potential travelers nationally and internationally, certainly in-state residents, but also out-of-state residents with ties back to Virginia, and others who are first-time travelers to Virginia. Building upon this momentum, coupled with consumer requests to purchase VIFL merchandise, the Virginia store launched in 2009, via online and in retail stores. The VTC owns all rights to the VIFL trademark and has federal trademark registrations for it.

D. Exclusions and Exceptions to Exclusive Award and License Agreement

Due to certain situations that either currently exist or may arise during the contract period, the following situations are exclusions and exceptions where the awardee (Contractor) will not be the exclusive vendor or licensee. And, in some situations, Contractor may not be given the opportunity to provide the services at all. In these certain situations, VTC will not be in breach of the contract or license.

1. United Souvenir & Apparel, LLC ("United") Settlement Agreement and Release: Through a Settlement Agreement and Release ("Agreement") between VTC and United, entered into on January 1, 2013, the parties agreed to a certain License Agreement. The License Agreement expires December 31, 2032, and can only be cancelled prior to that time by VTC

in the event of an uncured breach. The License Agreement is limited and non-exclusive, non-assignable, and allows for the use of certain of the Licensed Marks in connection with certain VIFL products. Through such Agreement, United may use these specific limited marks on and in connection with manufacturing, distribution, marketing, and sale of Licensed Products nationally and internationally.

However, VTC will not purchase such products from United or advertise or recognize United as a Licensed Vendor or the official Licensed Vendor as part of the VIFL Merchandising Program, unless United should happen to be awarded this contract through this specific 2023 RFP process. VTC will only use and authorize the use of the Awardee (Contractor) of this specific 2023 RFP for the VIFL Merchandising Program. In addition, any Virginia state agency or local government wishing to co-brand using VIFL logo on merchandise, that does not have a conflicting contractual obligation involving the use of their logo, will be required to use the Awardee (Contractor) only and will not be allowed to use United under this resulting contract unless United should happen to be awarded this contract through this RFP process.

2. Co-Branded Merchandise: On occasion VTC will desire to partner with a specific vendor or another state agency to allow for the production and/or sale of co-branded merchandise that will include the partner's logo or design along with the VIFL logo. In such instances where the partner's logo or design is trademarked or registered, they may have a contractual obligation that conflicts with this Contract/License Agreement, or partner produces their own merchandise that includes their logo or design. Therefore, in these instances where there is a contractual conflict, or partner produces their own merchandise, the Awardee (Contractor) may not be given the opportunity to participate in the production or sale of such co-branded merchandise.
3. Sponsorships: On occasion VTC will enter into a sponsorship or entitlement agreement which requires the use of VIFL logo to be advertised and/or placed on merchandise. In some instances, these items may be sold by the Sponsored Party, or just distributed by VTC or the Sponsored party at the sponsored event. In some instances, the Sponsored Party's trademarked or registered logo may be included with VIFL logo on the merchandise, but not in all cases. In such instances, whether both parties' logos are being used, or just VIFL, they may have a contractual obligation that conflicts with this Contract/License Agreement. Therefore, in these instances where there is contractual conflict, the Awardee (Contractor) may not be given the opportunity to participate in the production, distribution, or sales of such merchandise related to the Sponsorship.

4. Posters, Banners, Website, Social Media and Other Such Advertising Related to Sponsorships or Grants: On occasion VTC will enter into Sponsorship or Grant Agreements that will require the recipient to use VIFL logo on websites, in social media posts, or on posters or banners that will be displayed at the sponsored event. In some cases, these posters or banners may be sold at the event. VTC considers these types of displays as advertising and not production of merchandise to be sold; and therefore, will allow the recipients to handle the production or printing of such posters and banners and the posting on websites and social media as the recipient deems necessary. VTC may suggest, when appropriate, that recipient use Contractor for printing of such poster and production of such banners, but will not require it. For clarification purposes, should posters or banners be required by VTC or any third party, whether for use or sale, for any purpose other than such Sponsorship or Grant Agreements mentioned in this item, then VTC will require the use of the awarded Contractor for such production.
5. Tourism Industry Marketing Materials Incorporating VIFL Logo (Whether Co-Branded or Otherwise): VTC encourages Virginia tourism industry and its industry partners to include approved VIFL logo(s) in their marketing initiatives and materials. VTC grants approval for use of the Virginia is for Lovers logo on our industry partners' websites, on social media, digital assets, and inclusion on paper collateral and/or paper marketing materials. VTC considers these materials advertising and not merchandise. Therefore, VTC will allow organizations, with logo usage approval, to handle the printing of said materials, inclusion on websites and social media, as the organization deems necessary and are not required to use the awarded Contractor for such printing or services.

III. Statement of Needs

The VTC is seeking a Contractor (Offeror) to design, create, produce, market, sell, and distribute a line of high-quality VIFL branded apparel and merchandise for VTC, as well as design, build, host, and manage an e-commerce site to be used to sell such VIFL merchandise. Contractor shall be responsible for handling the secure sockets layer and merchandising gateway. Contractor shall also market items through established retail and wholesale outlets and other venues of opportunity. Contractor shall be designated the exclusive and licensed vendor (except for the exclusions and exceptions identified in this RFP) for the development, marketing, and sale of VIFL products during the period of this contract.

For clarification purposes, "merchandise" is defined for this RFP and resulting contract as any item that includes the VIFL logo, without consideration of the intent or purpose of its use; without consideration of the material on which it is affixed; and without consideration of sales, or distribution. The only exceptions to this are the specific items found above in 5. Tourism Industry Marketing Materials Incorporating VIFL Logo

(Whether Co-Branded or Otherwise), listed under D. Exclusions and Exceptions to Exclusive Award and License Agreement, and which are used for that specific identified purpose only.

This is a revenue generating Contract with no funds to come from VTC, with the possible exception of any VIFL merchandise that VTC may purchase from Contractor for its own use and distribution. Contractor shall provide a portion of revenue from the sale of all VIFL merchandise, as a royalty fee paid to VTC, based on the negotiated and agreed upon revenue plan established during the award of the contract. Note: The Offerer will be required to submit their revenue sharing plan as part of the submission of their proposal.

Responsibilities of the VTC and the Contractor are outlined below.

A. Responsibilities of the VTC

1. VTC will approve all merchandise to be developed and sold before the production of items. VTC will also approve all packaging to be used for the shipping of merchandise.
2. VTC will approve the look and contents of any website designed under this contract as the site shall conform to VTC's brand standards, design and marketing campaigns.
3. In addition to owning the current copyrights and trademarks of the current logos and iterations, VTC will own any registration and copyrights of all merchandise developed by the Contractor or any subcontractor with VIFL slogan and/or trademarks.
4. VTC will designate VTC staff contacts for the merchandising program who shall be authorized to approve all critical stages of production of VIFL merchandise.
5. VTC will designate and promote the Contractor as the exclusive and licensed merchandise vendor (except for the exclusions and exceptions identified in this RFP) for the production of VIFL merchandise, promotional material, and memorabilia.
6. VTC will promote ongoing merchandise efforts through VTC-selected press releases, email newsletters, and social media. In addition, VTC will promote the program as follows:

- a) VTC will provide a link to the store from Virginia.org (<http://Virginia.org>) within the shopping section. All of the campaign marketing and PR efforts drive visitors to Virginia.org for more information.
- b) VTC will include a full-page ad in the first issue of the Virginia Travel Guide after award.
- c) VTC will include promotions and displays within the Virginia Welcome Centers.
- d) VTC will provide industry partner promotional opportunities.
- e) VTC will provide stakeholder and partner communications, typically within the monthly newsletter to the Commonwealth's tourism industry.
- f) VTC will showcase merchandise efforts at the annual Governor's Tourism Summit (VA-1 Conference). VTC may provide Contractor with a complimentary booth but costs for travel, attendance, and staffing the booth are at Contractor's sole expense.

B. Responsibilities of the Contractor

Contractor shall design, create, produce, market, warehouse, sell, and distribute a line of high-quality VIFL branded apparel and merchandise for VTC, as well as design, build, host and manage an e-commerce site to be used to sell such VIFL merchandise. Contractor shall be responsible for handling the secure sockets layer and merchandising gateway. In addition, Contractor shall also market items through established retail and wholesale outlets and other venues of opportunity. Contractor shall share revenues from all VIFL merchandise sales with VTC based on the negotiated and agreed upon revenue plan established during the award of the contract.

1. Merchandise and Apparel Design and Production

- a) Contractor shall design and produce VIFL merchandise, in accordance with VTC guidelines, for sale, and continuously review merchandise sales and suggest revisions to and/or new merchandise items at least bi-annually.
- b) All items sold by Contractor must be approved by VTC in writing prior to production. The Contractor, with input and written approval from VTC, shall determine what items will be considered in-stock/standard items. Contractor shall update this

list periodically, as the need arises, with written approval of VTC, to add and remove items. Contractor shall mass produce in-stock/standard items and stock them in sufficient quantities so they are readily available to meet demands for sale via eCommerce platforms and wholesale venues to all customers, whether retail, wholesale, or VTC's needs. Contractor shall determine reordering levels based on their experience and historical sales data.

- c) Contractor shall also produce items/products that are specifically designed to meet the needs of a particular group of customers. Such items may include co-branded items, new design items or products that are not in-stock/standard items and will be produced at the request of a specific customer. These items will be referred to as custom items. All custom items must be approved by VTC in writing prior to production. An item/product that was once considered a custom item may be added to the in-stock/standard items list should Contractor or VTC determine the need to do so. Once a custom item/product has been added to the in-stock/standard items list, it will no longer be considered or treated as a custom item.
- d) Contractor shall produce goods that will be made or grown in the USA, or made or grown in Virginia, when possible, while considering quality and cost. USA made merchandise shall be given priority during product selection. Preference shall also be given, where possible, to using eco-friendly manufacturers.

2. E-Commerce Site for Retail, Wholesale and VTC Internal Programs

Contractor shall market, sell and distribute the VIFL merchandise primarily through an e-commerce site that Contractor shall, at Contractor's expense, build, program, host, manage, and maintain and shall include sitelets for the wholesale program and VTC's internal needs. Contractor shall, at its own expense, modify the site, and sitelets as applicable, as necessary, to conform with current technology, software, and hardware; when VTC changes its site in conjunction with advertising campaigns, as they occur; and any other changes or modifications as requested by VTC or determined necessary by Contractor. These changes and modifications shall include, but are not limited to any and all changes whether or not they are mentioned in the Statement of Needs; as well as those that may not currently exist but may exist in the future; and site or sitelet changes that are considered feature updates or structural, etc.

In addition, Contractor shall market the VIFL merchandise through established retail and wholesale outlets and other venues of opportunity. Contractor shall perform the following services related to E-Commerce Site.

a) E-Commerce Site for Retail Program

Contractor shall, at its own expense, design build, host, manage, and maintain thevastore.com website that will be linked from the VTC's consumer website (www.virginia.org) that will showcase merchandise and be "user-friendly" to consumers to purchase merchandise directly from the site. Contractor shall handle all sales, shipping, billing and recording of sales, collection of payment of applicable taxes from this site. Contractor shall design the site to emulate the look of virginia.org and conform to VTC's brand standards and design and marketing campaigns. When building the site, Contractor shall follow web-design best practices and shall ensure that the site is user-friendly, searchable, and easy to navigate. Contractor shall collaborate with VTC on the design of the site and sitelets.

- (1) Contractor shall design, build, program host, manage, and maintain a site that shall include the following required features and provide the following services:
 - (a) Host a secure PCI compliant e-commerce platform
 - (b) SSL and merchandising gateway account management
 - (c) XHMTL and w3c code compliance
 - (d) Incorporates an e-commerce development framework that fully integrates with VTC social media channels, currently Pinterest, Twitter, Instagram, and Facebook
 - (e) Maintenance, monitoring, and customer support of the e-commerce platform
 - (f) Maintenance of the merchandising shall be handled through an easy-to-use CMS
 - (g) Provides VTC with administrative access to CMS
 - (h) Provides VTC with administrative access to analytics tools for inventory, sales, and site traffic
 - (i) Provides reporting tools for inventory sales, and site traffic

- (j) Provides integrated and streamlined payment and shipping options to include, but not be limited to, guaranteed turnaround time and account setup.
 - (k) Provides product images, product description, headers/banners, specialty pages, and navigation.
- (2) Contractor shall perform the following services related to the website (and sitelets as applicable) at Contractor's expense:
 - (a) Contractor shall provide recurring and regular backups of server resources to ensure uninterrupted services. The website shall be capable of continuous operation. For any downtime exceeding any single continuous 24-hour period, Contractor shall provide VTC with payment of a pro-rated dollar amount based on historical sales. The period of inoperability shall commence upon initial notification.
 - (b) Contractor shall maintain and facilitate regular software package upgrades.
 - (c) Contractor shall maintain and facilitate regular system updates including security updates and all necessary code compliance required for an e-Commerce platform.
 - (d) Contractor shall warrant that the software platform accessed under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs.

- (e) Contractor shall refresh the website as requested by VTC with updates which may include, but are not limited to refreshing call to actions, adding product pages, and product images, as well as updating product images, product descriptions, headers/banners, specialty pages, navigational tools, implementing SEO enhancements, updating meta information, and other basic product updates and/or design edits, or any other updates or additions as requested by VTC. Such updates and changes shall be implemented in a timeframe to be agreed upon in writing by both parties.
- (f) Contractor shall provide site changes, feature updates, or structural changes as needed by Contractor or as requested by VTC.

b) E-Commerce Site for Wholesale Program

- (1) Contractor shall include on thevastore.com website a sitelet for wholesale ordering for all stakeholders to include, but not be limited to: industry partners, retail partners, VTC board members, VTC staff, other state agencies, or any other VTC-defined partner. Contractor shall develop the site so that use of it will require user authentication and that it will include a mechanism to enable users to register a free account.
- (2) Contractor may provide opportunities to sell stakeholders co-branded merchandise through the VIFL merchandise site. Such merchandise must be approved by VTC in writing prior to production and purchase. Revenue sharing for partner co-branded merchandise shall conform to agreed-upon revenue sharing plan established during the award of the contract.

c) E-Commerce Site for VTC Internal Program

Contractor shall include on thevastore.com website a section/pages that are only accessible to VTC designated staff and are not accessible to the public. Hereinafter, this section/pages shall be referred to as the Virtual Closet.

- (1) Contractor shall include in the Virtual Closet VIFL products that have been previously ordered by VTC and designated by VTC to be placed in the Virtual Closet.

VTC will determine which products and how many of these products shall be stored in the Virtual Closet.

- (2) These pages shall be designed with secure ordering and shipping to enable VTC staff to order and ship to external recipients as well as ship to the main VTC Office. It shall also be designed so that VTC shall not be charged for items ordered from the Virtual Closet. Said items will be paid for during the initial order that designates placement of the items in the Virtual Closet.

3. Retail Program - General

- a) Contractor shall establish a retail sales and promotional plan outlining how to gain access/grow the business with brick-and-mortar stores and online retailers (i.e. airports, tourism locations across the state, etc. Within sixty (60) days of execution of the contract, Contractor shall submit such plan to VTC for VTC written approval, and implement such VTC-approved plan within 120 days of VTC approval.
- b) Contractor shall provide warehousing for the retail program as needed, at Contractor's expense, in order to meet the required fulfillment deadlines.
- c) Contractor shall process and fulfill the order, and choose appropriate shipping methods, at no markup, for all in-stock/standard retail items and ensure such items are received by customer within three (3) to five (5) business days from the date of placement of order unless otherwise communicated to and approved by VTC. Contractor shall notify VTC of any issues that arise that would prevent Contractor from meeting this required deadline and work with VTC to determine the best fulfillment solution.
- d) Contractor shall not charge design/artwork fees for VIFL products in the retail program.
- e) Contractor shall fulfill merchandise requests from both online orders and brick and mortar stores.
- f) On occasion, retailer may request special, custom items that are not typically stocked or sold. VTC must approve such custom items prior to production. In such instances, Contractor shall produce the custom items, process and fulfill the order, and choose appropriate shipping methods for such custom items and

ensure such items are received by wholesaler within 45 days after VTC approves production of such item, unless otherwise communicated to and approved by VTC. In such instances, Contractor shall determine, with VTC approval, the best fulfillment solution.

- g) Contractor shall provide, on an annual basis, strategies for increasing business within the retail program.

4. Wholesale Program – General

- a) Contractor shall establish wholesale relationships for sales of VIFL merchandise. Within sixty (60) days after execution of the contract, Contractor shall submit a wholesale promotional plan to VTC for VTC written approval, and implement such VTC-approved plan within 120 days after VTC approval.
- b) At least biannually, Contractor shall present VIFL merchandising opportunities virtually to existing wholesalers, tourism partners, potential wholesalers (leads), and organizations identified by VTC. The presentations shall include, but is not limited to:
 - (1) Existing merchandise options
 - (2) New and/or trending product ideas
 - (3) Co-branding opportunities
 - (4) Best production practices and recommendations
 - (5) Updates on supply chain or shipping challenges
- c) Contractor shall provide warehousing for the wholesale program as needed, at Contractor's expense, and keep items in stock, in order to meet the required fulfillment deadlines.
- d) Contractor shall process and fulfill the order, and choose appropriate shipping methods for all in-stock/standard wholesale items and ensure such items are received within three (3) to five (5) business days from date of placement of order unless otherwise communicated to and approved by VTC. Contractor shall notify VTC of any issues that arise that would prevent Contractor from meeting this required deadline and work with VTC to determine the best fulfillment solution.
- e) VTC may order from the Wholesale Program. Contractor shall provide merchandise ordered by VTC from the Wholesale Program at Contractor's cost plus 10%, unless otherwise established during the award of the contract, and included in writing in such resulting contract. Contractor shall process and

fulfill the order, and choose appropriate shipping methods for all in-stock/standard wholesale items ordered by VTC and ensure such items are received within two (2) business days from date of placement of order. Contractor shall notify VTC of any issues that arise that would prevent Contractor from meeting this required deadline and work with VTC to determine the best fulfillment solution.

- f) Contractor shall not charge design/artwork fees for VIFL products in the wholesale program.
- g) On occasion, a wholesaler(s) may request special, custom items that are not typically stocked or sold. VTC shall approve such custom items. In such instances, Contractor shall produce such custom items, process and fulfill the order, and choose appropriate shipping methods for such custom items and ensure such items are received by wholesaler within 45 days after VTC approves production of such item, unless otherwise communicated to and approved by VTC. In such instances, Contractor shall determine, with VTC approval, the best fulfillment solution.
- h) Contractor shall provide strategies for increasing business within the wholesale program.

5. VTC Internal Program and Virtual Closet– General

- a) VTC will place orders for its products for the Virtual Closet and determine where such products will be delivered. Such items shall be determined by VTC. VTC will determine which products and how many of these products shall be stored in the Virtual Closet. VTC will be billed for the products ordered once they have been received or placed in the Virtual Closet. VTC will then order VIFL products from Virtual Closet section of thevastore.com as the need arises. At the time of order from the Virtual Closet, VTC will determine when and where those items are to be shipped. VTC will not pay for the items ordered from the Virtual Closet. Said items will be paid for during the initial order that designates placement of items in the Virtual Closet.
- b) Contractor shall provide merchandise ordered by VTC at Contractor's cost plus 10%, unless otherwise established during the award of the contract, and included in writing in such resulting contract.

- c) Contractor shall not charge VTC any design/artwork fees for production of the Virtual Closet items.
- d) Contractor shall process and fulfill the order, and choose appropriate shipping methods for all in-stock/standard Virtual Closet items and ensure such items are received within two (2) business days from date of placement of order. Contractor shall notify VTC of any issues that arise that would prevent Contractor from meeting this required deadline and work with VTC to determine the best fulfillment solution.
- e) Contractor shall not charge VTC any standard shipping or courier fees for any orders placed by VTC to meet the required receipt within two business days. Should VTC require expedited shipping or delivery (receipt in less than the required two business days) due to urgent circumstances, any such expedited shipping fees or delivery fees will be agreed upon by VTC in writing prior to utilizing an expedited shipping or delivery option. Such written approval document shall accompany the invoice for payment.
- f) Contractor shall provide warehousing, at Contractor's expense, for VIFL products placed in Virtual Closet as needed, in order to meet the required fulfillment deadlines. These designated items in the Virtual closet are not available for resale since they will have been prepaid by VTC for VTC's use.
- g) On occasion, VTC staff may request special, custom items that are not typically stocked or sold. In such instances, Contractor shall produce the custom item, process and fulfill the order, and choose appropriate shipping methods for such custom items and ensure such items are received by VTC within 45 days after VTC approves production of such item, unless otherwise communicated to and approved by VTC. In such instances, Contractor shall determine, with VTC approval, the best fulfillment solution.

6. Reporting

- a) Contractor shall provide a system for reporting revenues from all VIFL merchandise sales with VTC and submittal of all revenues due to VTC.
- b) Contractor shall provide the VTC with monthly sales reports for merchandise sold under this contract that includes total revenues from merchandise sales and commissions earned on such sales.

The format and contents of the report shall be determined and agreed upon by both parties.

- c) Contractor shall provide VTC with monthly inventory reports on all merchandise products, to include retail, wholesale and virtual closet. This report shall also include customer service reports and any other reports VTC deems necessary. The format and contents of the report(s) shall be determined and agreed upon by both parties.

7. Miscellaneous

- a) Contractor shall be responsible for providing product photography and product photography shoots, at Contractor's expense. Contractor shall secure prior written approval from VTC of product photography to be used prior to product promotion. Such photography shall become the sole property of the VTC. Contractor shall secure VTC's ownership and usage rights from any photographer used by or hired by Contractor. VTC shall have unlimited usage rights to all such photography for an unlimited time to promote Virginia and/or its products at no additional cost to VTC. Contractor, or photographer may not sell, lease, or otherwise convey ownership or authorization for use of such photography developed and/or produced on behalf of VTC to any other entity without prior approval from VTC in writing. Should any photography include an identifiable face, Contractor shall secure releases from such person that give the VTC and their representatives and/or assigns unlimited usage rights, for an unlimited time, to include, but not be limited to, the right and permission to publish, post on website, share, and use as VTC deems appropriate, without charge, the image/photography.
- b) Contractor shall travel to and/or have a presence at any VTC-designated conference, VA-1, and Annual Tourism Industry Summit, and potentially two additional functions or events at the request of VTC at the expense of the Contractor.
- c) Contractor shall meet with VTC's designee, at least annually, at the VTC office at Contractor's expense, to review merchandising program, sales, revenue sharing and to discuss sales strategies. Additional in-person meetings, at Contractor's expense may be requested by VTC as VTC deems necessary.
- d) When shipping merchandise to customers, trade shows, VTC or industry partners, Contractor shall use quality packaging that will

support the VIFL brand and logo. Contractor shall include a package insert that promotes the VIFL brand and brand hashtag (#LoveVA) for social media tracking. Preference shall be given to packaging that is eco-friendly, and/or manufactured with recycled materials.

- e) Contractor agrees to include on VIFL products, and on all advertising and packaging for VIFL products, all appropriate patent, trademark and copyright legends and notices as reasonably required by VTC to give appropriate notice to the consuming public of VTC's rights.
- f) The VIFL products shall conform to all applicable state and federal laws and regulations.
- g) After the required approval has been secured for any VIFL product, Contractor agrees that any proposed change by Contractor involving any material alteration in the structure, design or quality of such VIFL product, or any material change in the use of the Licensed Marks thereon, shall be submitted to VTC for its express written approval (which shall not be unreasonably delayed or withheld) prior to any use, advertisement, sale or distribution of any altered VIFL product.
- h) Contractor shall use reasonable efforts not to offer for sale, advertise, promote, distribute, or use for any purpose any VIFL product or packaging that is damaged, defective, or seconds or that otherwise fail to meet the specifications or quality requirements of the Contract. In the event that the quality of any VIFL product or associated artwork or advertising material falls below the previously approved level, VTC shall have the right to require Contractor to promptly discontinue sale and distribution of such VIFL product or use of such artwork or advertising material, until the deficiency is corrected.
- i) Contractor shall not alter, modify, dilute or otherwise misuse the VIFL Marks, or bring them into disrepute.
- j) Except as required or permitted by this Contract, Contractor shall not use any other trademark, service mark, trade name, logo, symbol or device in combination with any of VTC's VIFL Marks, without the prior written consent of VTC, given in its sole discretion, which shall not be unreasonably delayed or withheld.

- k) At VTC's request, Contractor shall remove promptly from any advertisement, marketing material, product or product package bearing the VIFL Marks and under Contractor's control or accessible to Contractor any element which VTC, in the exercise of VTC's sole discretion, believes will in any way harm the VIFL Marks or VTC's reputation.
- l) Contractor shall, when requested by VTC, include promotional material with the merchandise shipments.
- m) Contractor shall develop a mechanism for product feedback and customer reviews that will be available to VTC at any time.
- n) Upon the expiration or early termination of the contract, commissions, royalties, fees, or other remunerations provided in this contract shall continue for the remainder of any products in the possession of the contractor or any subcontractor.
- o) Contractor shall be responsible for seeking outlets, other than the website, for successful sales of Virginia Is for Lovers merchandise, and implementing programs to sell the items to such outlets.

C. Change in Ownership/Name/Staff Assigned

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

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

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

2. Contractor shall submit to VTC reports of expenditures with VDSBSD-certified small, woman-owned, and minority-owned businesses during the performance of the contract. The due date, frequency, format, and details of the report will be determined by VTC in order to coincide with VTC's mandated reporting requirements.

IV. Ownership of Material and Databases

All artwork, website architecture, electronic files and databases, all data, photography, videography, footage, digital images, and all reports and materials used, created, or produced during the performance of this contract, shall be the property of the VTC and shall not be used by Contractor for any use other than fulfilling the obligations under this contract without VTC's prior written consent. The Contractor may not sell or share any of this information without the prior written consent of the VTC.

Regarding the e-commerce site, thevastore.com, and all supporting architecture and data, Contractor shall make every effort to ensure the right permissions are applied to allow for successful data migration and extract all data migration to a successor, either VTC or another Contractor, as determined by VTC, from source system. Contractor shall ensure that this data is cleaned to protect successor's system, then transform it into the proper format for transfer as determined by VTC. Contractor shall provide VTC with a Website Migration Strategy, Plan and Checklist no later than twenty-five (25) business days prior to completion or termination of the contract and provide such migration no later than fifteen (15) days prior to completion or termination of the contract, unless otherwise determined by VTC. Contractor shall provide all of these services at no cost to VTC.

All other property of VTC shall be turned over to the VTC within ten (10) business days prior to completion or termination of the contract in a format to be determined by VTC at no cost to VTC.

V. Proposal Preparation and Submission Requirements

A. General Requirements

1. VTC reserves the right to cancel or postpone the RFP for any reason at any time prior to the proposal submittal deadline. If VTC postpones the RFP after a mandatory pre-proposal conference, only those parties that attended the conference will be permitted to submit a proposal when the process re-starts. Those Proposers will be notified in writing by mail delivery or email of any cancellation or postponement. Proposers will also be notified in like manner of the procedure that will be followed should the process be resumed.

2. **RFP Response:** In order to be considered for selection, Offerors must submit a complete response to this RFP on the form to be provided by VTC. One (1) original hard copy, **so marked**, of the proposal, placed in a three-ring binder, must be submitted to the VTC. Also submit eight (8) electronic copies on flash drives. The electronic document on flash drive must be Microsoft Word or PDF format. Be sure to label the outside of each flash drive with the Offeror's company name. The Offeror shall make no other distribution of the proposal.

NOTE: If you are submitting, as part of your proposal, trade secrets or proprietary information and are invoking the protections of Section 2.2-4342 of the Code of Virginia in writing as required, then **in addition to** the original completed hard copy and required number of flash drives above, you must also follow the directions in Section V. A. 3. f) below for redacting the data **AND submit 1 original redacted hard copy, so marked, and 1 electronic redacted copy on flash drive, so marked and place in a separate three-ring binder marked REDACTED COPY.** If you fail to provide these **additional redacted hard and electronic versions**, then VTC assumes no liability or responsibility for disclosure or use of such data or information. If you submit the redacted hard copy and redacted electronic version "ONLY" instead of "IN ADDITION TO the completed copies", then your proposal may be rejected. The original, and committee members' versions on flash drives must include the complete version without any redactions. The redacted hard copy and electronic copy (flash drive) will be placed in the file and open for inspection.

3. Proposal Preparation:
 - a) An authorized representative of the Offeror shall sign the proposal on the proposal cover sheet provided. All information requested should be submitted. Failure to submit all information requested may result in the VTC requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Failure to submit your proposal on the required VTC form (Proposal Submission Document) or not following the instructions for submitting your proposal may result in the VTC rejecting your proposal or giving a lowered evaluation of the proposal. Proposals missing any required information identified in Section V.B. Proposal Submission Requirements, may be rejected. Proposals, which are substantially incomplete or lack key information, may be rejected by the VTC. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. **Proposals received after 5 p.m. EST on January 11, 2024 will**

not be considered. Proposals submitted electronically will not be considered. THERE ARE NO EXCEPTIONS TO EITHER OF THESE REQUIREMENTS. No deliveries will be received on official Virginia holidays or when Virginia state offices are closed.

- b) Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c) Proposals should be organized in the order in which the requirements are presented in Section V. B Proposal Submission Requirements of the RFP, below, using the Proposal Submission Document that will be provided by the VTC to participants who attend the mandatory virtual pre-proposal conference. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. Cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Provide all the information requested on the Proposal Submission Document in the exact location in which it is requested. If you have provided the information in another area, repeat the information again. Do not refer us to another section to find the information requested. Proposals that are not organized in this manner risk elimination from consideration or could result in scoring degradation.
- d) One (1) hard copy of the proposal should be placed in a three-ring binder. All documentation submitted with the proposal should be contained in the hard copy and placed in the three-ring binder. The electronic copies on flash drive must also contain all proposal pages and attachments to proposal including the RFP and the completed and signed RFP cover sheet.
- e) Identification of Proposal Envelope
The proposal and flash drives should be submitted in an envelope or package, sealed, and identified as follows:

From:	January 11, 2024	5 p.m. EST
Name of Offeror	Due Date	Time
		24-042
Street or Box Number		RFP No.
	VIFL Merchandise Program	
City, State, Zip Code	RFP Title	

Attention : **Terry Minor**

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

If the proposal is not in an envelope or packaging marked as described above, the Offeror takes the risk that the envelope may be inadvertently opened, and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other Proposals should be placed in the envelope.

- f) Ownership of data, materials, and documentation originated and prepared for the VTC pursuant to the RFP, including information presented at oral presentations should they be conducted, shall belong exclusively to the VTC, and can be used by VTC as VTC deems necessary, and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. To prevent disclosure, however, the Offeror must invoke the protections of Section 2.2-4342 of the Code of Virginia, in writing, at the time the data or other material is submitted. **The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary, along with the damage that can be caused if the information was not protected. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.** If the Offeror determines that part or parts of its proposal are trade secrets or proprietary information that is not to be open to public inspection, the Offeror must **also** submit **an additional hard copy and an additional electronic**

copy on flash drive of its proposal that eliminates or “redacts” such part or parts. These shall be identified with the words **“REDACTED COPY”** prominently displayed on the cover of both the hard copy and electronic copy and placed in its own separate three (3) ring binder. The redacted copies (both hard and electronic) should also state which sections/pages or information has been removed. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. See section V. A. 2 above for additional information on submission of redacted copies.

4. Oral Presentation: Offerors submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal to the VTC. This provides an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal to the VTC. This is a fact finding and explanation session only and does not include negotiation. The VTC will schedule the time and location of these presentations should they be needed. Oral presentations are an option of the VTC and may or may not be conducted. Therefore, the proposal must be complete. If oral presentations are conducted, any information provided during the presentations becomes the property of VTC and may be used by VTC as VTC deems necessary whether or not the presenter is awarded a contract.
5. Financial Statements: Financial statements may be requested by VTC at its discretion.
6. State Corporation Commission Form (Attachment C). Offeror is required to complete this form and submit with proposal. This is a mandatory requirement. Proposals missing this completed form may be rejected. See Section IX, General Terms, Item X. Authorization to Conduct Business In the Commonwealth, and Section X. Special Terms and Conditions, Item M. State Corporation Commission Identification Number. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided (Attachment C).

B. **Proposal Submission Requirements**

Proposals should be as complete and succinct as possible so that the VTC may properly evaluate offeror capabilities to provide the required services. The Offeror is expected to include the following items in their proposal:

1. Return of a complete unaltered copy of this RFP in its entirety.
2. Signed and executed RFP cover sheet.
3. All addenda, and acknowledgments, if any; Flash drives; as well as redacted hard copy and redacted electronic copy of proposal should the Offeror wish to invoke the protections of Section 2.2-4342 of the Code of Virginia.
4. A complete response to this RFP on the form to be provided by VTC following the instructions in Section V., Proposal Preparation and Submission Requirements, Items A. and B. This form (Proposal Submission Document) will be provided after the Mandatory Virtual Pre-proposal Conference to those in attendance at the Virtual Conference only. **YOU MUST USE THE PROPOSAL SUBMISSION DOCUMENT FOR YOUR RESPONSE.**
5. Completed "Offeror's Information" form. (Attachment A) for Offeror.
6. Completed State Corporation Commission Form (Attachment C). This is a mandatory requirement. Proposals missing this completed form may be rejected. See Section X. Special Terms and Conditions, Item M. State Corporation Commission Identification Number. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided.
7. Offeror Qualifications and Experience

Describe Offeror's specific capabilities, qualifications and past experience for providing the proposed services including, but not limited to:
 - a) Provide a written explanation of Offeror qualifications to include experience in providing these types of services and product merchandising in general.
 - b) Provide an organizational chart of your company, showing key personnel assigned to the project and their role in the project.
 - c) Provide a one or two-page bio of each person who may be assigned to this contract.

- d) Describe special skills and past experiences of key personnel that would provide the services under this proposal.
 - e) Describe Offeror's experience working with organizations in providing like services. Describe previous projects of a similar nature and names of the members of the team and any subcontractors that worked on said projects.
 - f) Describe past wholesaling and retailing merchandising experiences. Include past wholesaler/distributor relationships.
 - g) Provide names and addresses of any subcontractors that will be used in the performance of this contract including subcontractor experience in delivering services described in this proposal. Include a discussion of Offeror's direct experience with subcontractors. Offeror is required to provide all the services in this RFP either directly, or through a subcontractor. If Offeror doesn't directly provide all of the required services, then Offeror must identify the subcontractor that will be performing the services and provide the information about the subcontractor and which services they will be providing. Include the names and experience of the key personnel of the subcontractor that will be performing the services.
 - h) Provide organization chart(s) of any proposed subcontractor(s) to provide services under this contract. Identify names and positions on the chart of the subcontractor's personnel that will be performing the services.
 - i) Describe offeror's and subcontractor's experience in the following areas:
 - (1) Providing personalized attention to customers and suppliers.
 - (2) Innovation in identifying outlets for selling merchandise.
 - j) Describe past experience with any revenue sharing-based projects.
8. Product Development, Execution and Planning:
- a) Provide a proposed plan and phased timeline for the execution of the VTC merchandising program to include product design, product development, production, marketing, selling and accounting of merchandise and sales.

- b) Provide examples of past products developed with a description of materials quality and sources of product. The examples shall be digital, with complete descriptors of the product including materials used, source of materials and source of manufacturers.
- c) Demonstrate experience in product innovation.
- d) The VTC is part of the economic development team of the Commonwealth of Virginia. Contractor is required to give preference, where possible, to selling merchandise made or grown in the U.S. or made or grown in Virginia. Preference should also be given, where possible, to using eco-friendly manufacturers. Demonstrate experience that high-quality items made or grown in the U.S. or Virginia or from eco-friendly manufacturers can be marketed successfully.
- e) Describe how product sales would be delivered including delivery methods, timeliness and packaging. Include plans for packaging for customer merchandise, and merchandise shipped to VTC, trade shows, and industry partners. Be sure to include in your response all related VTC requirements found in the Statement of Needs. VTC's delivery deadline requirements found in the Statement of Needs must be adhered to.
- f) New Product Ideas Submission
 - (1) Provide five (5) new product mock-ups (digital only) that could be marketed to those who love Virginia and the Virginia is for Lovers brand. At least three (3) of the product mock-ups should be for apparel items. The submissions should demonstrate the Offeror's design capabilities, creative thinking, understanding of current marketplace trends, and their ability to concept innovative, fashionable, and desirable products. For the purposes of this exercise, the Offeror does not need to follow VIFL brand guidelines; however, once the contract is awarded, the Contractor will then be provided VTC's required proper brand guidelines and creative direction which must be adhered to when performing the services under the Contract.
 - (2) Provide strategy and explanation for the product choices and chosen creative.

- (3) Provide a proposed plan that includes a digital strategy and traditional marketing strategy that the Contractor would use to take the new items to market, i.e., eCommerce, wholesalers, and brick and mortar retailers.

9. Website Development, Sales and Execution:

- a) Provide a proposed plan and phased timeline for the design, development, programming, testing, and launch of the e-commerce site and sitelets for the retail, wholesale and VTC internal programs.
- b) Describe offeror's past experience in the development and use of websites in selling products to include any subcontracted services hired for this purpose.
- c) Provide examples of websites developed and executed by the Offeror or subcontractors for the Offeror.

10. Cost Structure and Revenue-Sharing (commission) Plan:

- a) This program is intended to provide a revenue source for the VTC in support of its tourism marketing efforts. Describe a proposal to share sales (commission) of merchandise under this proposal. Include wholesale and retail sales levels of commissions.
- b) Describe how the commission would be paid to the VTC and the reporting mechanisms to be used.
- c) Describe how the Offeror will report all sales to the VTC and the frequency of such reports. Be sure to include in your response any related VTC requirements regarding reports found in the Statement of Needs.
- d) Provide per-piece, bulk, and wholesale costs to produce for VTC the quantities in increments of 25, 50, and greater than 100 of the following items in miscellaneous sizes:
 - (1) Unisex T-shirts - silkscreen
 - (2) Men and Women Polo golf shirts -embroidered
 - (3) Baseball caps – embroidered
 - (4) Trucker hats – embroidered
 - (5) Sweatshirts/hoodies - silkscreen

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

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

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

VI. Evaluation and Award Criteria

A. Award of Contract

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

proposal, and upon successful negotiations will award the contract to that Offeror. The VTC may cancel this RFP or reject proposals at any time prior to the award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should it be determined in writing only one Offeror is fully qualified, or one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to the Offeror. The award document will be a contract incorporating the terms and conditions of the solicitation and Contractor's proposal as negotiated.

B. Evaluation Criteria

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

	Maximum Point Value
1. Qualifications and experience in providing services described herein.	25
2. Product development, execution and planning	20
3. Website development, sales and execution.	25
4. Revenue Sharing and Cost Structure	20
5. SWAM	10
Total	100

C. Clarification Process

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

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

VII. Single Point of Contact (SPOC)

Submit all inquiries concerning this RFP in writing by email, subject: "Questions on RFP VIFL Merchandise Program to:

SPOC: Terry Minor

Email: VIFLMerchandiseRFP2023@virginia.org

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

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

VIII. Mandatory Pre-Proposal Conference

A **MANDATORY pre-proposal virtual conference** will be held at **10 a.m., EST, on November 9, 2023**. The purpose of this mandatory virtual conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. All of the requirements are set forth in the RFP and will not be provided during the virtual conference. It is suggested that you have the RFP handy during the virtual conference. The agenda will include an overview of the RFP format and review of the proposal preparation instructions in detail. There will be no opportunities for private or individual presentations.

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

To participate in the mandatory virtual pre-proposal conference, Offerors MUST register in advance by sending an email to VIFLMerchandiseRFP2023@virginia.org **not later than 4 p.m., EST, November 6, 2023**. The following information must be provided during pre-registration: Name of Company, Name of Participant(s), Email address(es) of Participant(s), Phone number(s) of Participant(s). Those who submit this information and pre-register for this virtual conference will be provided the invitation and calling details. Bring a copy of the solicitation with you. Any changes resulting from this mandatory virtual conference will be issued in a written addendum to the solicitation to the participants in the conference.

IX. General Terms and Conditions

A. Applicable Laws and Courts

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

B. Dispute Resolution

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

C. Anti-Discrimination

By submitting their proposals, Offerors certify to the Commonwealth, and therefore the VTC, that they will conform to the provisions of: the Federal Civil Rights Act of 1964, as amended; the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable; the Virginians With Disabilities Act; and the Americans With Disabilities Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies, and therefore VTC, to account for the use of the funds provided; however, if the faith-based organization segregates public/VTC funds into separate accounts, only the accounts and programs funded with public/VTC funds shall be subject to audit by the VTC.

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

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

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to

discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b) The Contractor, in all solicitations and advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - d) If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resources Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.
 - e) The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the VTC may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f) In accordance with Executive Order 61 (2017), a prohibition on discrimination by the Contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The Contractor will include the provisions of 1. in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. Ethics in Public Contracting

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

E. Immigration Reform and Control Act of 1986

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

F. Debarment Status

By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation. Offeror further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently so debarred by the Commonwealth of Virginia.

G. Antitrust

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

H. Mandatory Use of VTC Form and Terms and Conditions

Failure to submit a proposal on the official VTC form provided for that purpose may be a cause for rejection of the proposal. Return of the complete document is required. Modification of or additions to the General Terms and Conditions or the Special Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the VTC reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

I. Clarification of Terms

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

J. Payment Terms

1. To Prime Contractor:

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

The VTC shall not be liable for any resulting delays in payment as a result.

Invoice shall be submitted to:
Virginia Tourism Corporation
Attn: Purchasing Department
One James Center
901 East Cary Street, Ste. 900
Richmond, VA 23219-4048

- f) All goods or services provided under this contract shall be billed by the Contractor at the contract price.
- g) **Unreasonable Charges:** Under certain emergency procurements and for most time and materials purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determination that invoiced charges are not reasonable, the VTC shall promptly notify the Contractor, in writing, of defects or improprieties in invoices. The provisions of this section do not relieve VTC of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, §2.2-4363).

2. To Subcontractors:

- a) Within seven (7) days of the Contractor's receipt of payment from VTC, a Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the VTC and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the VTC, except for amounts withheld as stated

above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth, or the VTC.

K. Precedence of Terms

The following General Terms and Conditions shall apply in all instances: Applicable Laws and Courts, Anti-Discrimination, Ethics in Public Contracting, Immigration Reform and Control Act of 1986, Debarment Status, Antitrust, Mandatory Use of VTC Form and Terms and Conditions, Clarification of Terms, and Payment. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. Qualifications of Offerors

The VTC may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods, and the Offeror shall furnish the VTC all such information and data for this purpose as may be requested. The VTC reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The VTC further reserves the right to reject a proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the VTC that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

M. Testing and Inspection

The VTC reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. Assignment of Contract

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the VTC.

O. Changes to the Contract

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or the scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The VTC may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the VTC of the adjustment to be sought, and before proceeding to comply with the notice, shall await the VTC's written decision affirming, modifying or revoking the prior written notice. If the VTC decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as a result of such order and shall give the VTC a credit for any savings. Said compensation shall be by mutual agreement between the parties in writing.

P. Default

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the VTC may terminate this contract after verbal or written notice without penalty. Upon termination the VTC may procure the goods or services contracted for from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the VTC may have.

Q. Availability of Funds

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

R. Announcement of Award

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

S. Nondiscrimination of Contractors

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the VTC has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the

individual receives or would receive the goods, services, or disbursements, the VTC shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

T. Cancellation of Contract

The VTC reserves the rights to cancel and terminate any resulting contract, in part or in whole, without penalty, upon ninety (90) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the cancellation.

U. Ownership of Intellectual Property.

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the VTC. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the VTC to evidence VTC's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

V. eVA Business-to-Government Vendor Registration.

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

All vendors desiring to provide goods and/or services to the Commonwealth, and therefore VTC, shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

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

1. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - a. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - b. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014, the Vendor Transaction Fees can be found at www.eVA.virginia.gov.

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

W. Offer Price Currency

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

X. Authorization to Conduct Business in the Commonwealth

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body, or VTC, pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body, or VTC, may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Y. Drug Free Workplace

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

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

Z. Insurance

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*.

The Offeror further certifies the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission:

1. Workers Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the VTC of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: \$100,000.
3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The VTC must be named as an additional insured with respect to the services being procured, and so endorsed on the policy.
4. Automobile Liability: \$1,000,000 combined single limit.

AA. Taxes

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

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

BB. Civility In State Workplaces

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

shall provide each Contract Worker with a copy of this Section and will require Contract Workers to take all reasonable steps to ensure the same.

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

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

X. Special Terms and Conditions

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

E. Audit

The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The VTC, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

F. Confidentiality

Information (other than information required to be made public under the provisions of the Freedom of Information Act) provided to the Contractor by the VTC is considered highly confidential and shall not be disclosed to any person not employed by the Contractor or the VTC without the expressed written permission of the VTC.

The Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and VTC's written consent, and only in accordance with federal law or the *Code of Virginia*. Any information to be disclosed, except to VTC, must be in summary, statistical, or other form which does not identify particular individuals. Contractors who utilize, access, or store personally identifiable information as part of the performance of the contract are required to safeguard this information and immediately notify the VTC of any breach or suspected breach in the security of such information. Contractors shall allow the VTC to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a Confidentiality statement.

G. Independent Contractor Status

It is agreed that the Contractor is an independent contractor and neither it, nor its employees, are agents or employees of the VTC.

H. Disclosure

The term of this contract only obligates the VTC and is not an obligation of the Commonwealth of Virginia; nor does it convey, carry, or invoke the full faith and credit of the Commonwealth of Virginia.

I. Small Business Subcontracting and Reporting

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small businesses that have been certified as such by the Virginia Department of Small Business and Supplier Diversity (VDSBSD). This shall include VDSBSD-certified women-owned and minority-owned businesses

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

J. eVA Orders and Contracts

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

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

If this solicitation is for a term contract, failure to provide electronic catalog (price list) or index page catalog for items awarded may be just cause for the Commonwealth/VTC to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.virginia.gov . Contractors shall email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

K. Prime Contractor Responsibilities

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

L. Subcontracts

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

M. State Corporation Commission Identification Number

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to title 13.1 or Title 50 is required to include in its proposal the identification number issued to

it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided.

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

N. E-Verify Program

Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth, and therefore VTC, to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such VTC contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

O. Continuity of Services

1. The Contractor recognizes that the services under this contractor are vital to the VTC and must be continued without interruption and that, upon contract expiration, a successor, either the VTC or another contractor, may continue them. The Contractor agrees:
 - a) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - b) To make all VTC owned facilities, equipment, and data available to any successor at an appropriate time prior to expiration of the contract to facilitate transition to successor; and
 - c) That the VTC Contracting Office shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

2. The Contractor shall, upon written notice from the VTC, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with successor to execute the phase-in/phase-out services. This plan shall be subject to the VTC's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in/phase-out operations) and a fee not to exceed a pro rata portion of the fee under this contract. All phase-in/phase-out work fees must be approved by the VTC in writing prior to commencement of said work.

P. Diversity, Equity and Inclusion (DEI)

VTC is committed to diversity, equity, and inclusion and seeks to maintain a supplier base that reflects the same commitment. Therefore, VTC requires the following:

1. Contractor shall prioritize diversity, equity, and inclusion within their organization and shall operate inclusively and shall require such of any subcontractors related to the performance of this Contract.
2. Contractor shall have policies to promote diversity. In addition, Contractors shall have policies or procedures that explicitly ban disrespectful behavior, discrimination, bullying, or harassment based on age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.
3. Contractor shall recognize the need to respect and value the diversity of the workforce and is committed to facilitating that diversity by preventing and eliminating discrimination.

Q. Data Privacy

In accordance with §2.2-2009 of the Code of Virginia, during the performance of this Contract, Contractor is required at all times to comply with all applicable federal and state laws and regulations pertaining to information security and privacy.

R. Prohibited Transactions

In accordance with §2.2-5514 of the *Code of Virginia*, at all times during the performance of the Contract, Contractor is prohibited from providing, whether directly or indirectly through subcontractors, any hardware, software, or services that have been prohibited for use on federal government systems by the U.S. Department of Homeland Security.

XI. Compensation Schedule

The VIFL Merchandise Program must be self-supporting, with no funding to come from VTC. All revenue will be generated from the sale of merchandise.

The Contractor will share a portion of the revenue from gross sales of VIFL products as a result of this contract with VTC.

XII. Renewal of Contract

This contract may be renewed by VTC for five one-year optional renewal periods, under the terms of the current contract. VTC shall provide Contractor written notice of intent to renew at a reasonable time (approximately 90 days) prior to expiration of the initial 3-year term or any one-year renewal term exercised.

XIII. Attachments

Attachment A – Offeror’s Information – Must Complete and Submit with Proposal

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

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

Attachment D - Preparation Checklist

Attachment A

OFFEROR'S INFORMATION

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

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

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

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

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

4. **TYPE OF ORGANIZATION**

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

5. **EVA REGISTRATION**

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

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

6. **DUNS NUMBER** _____

I certify the accuracy of this information:

Signed: _____ Title: _____ Date: _____

Attachment B

SMALL BUSINESS (SWAM) UTILIZATION PLAN

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

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

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

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

Instructions:

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

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

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

Offerors which are not VDSBSD-certified small businesses will be assigned points based on proposed expenditures with VDSBSD-certified small businesses for the initial contract period.

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

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

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

Section A

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

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

Certification Number: _____ Certification Date: _____

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

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

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

Attachment C

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information.

The offeror: (Provide Offeror's Name) _____

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

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

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

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

I certify the accuracy of this information:

Signed: _____ Title: _____ Date: _____

Attachment D

PREPARATION CHECKLIST

- 1) Check all attachments included with your proposal. These items listed below shall be completed for the proposal you are submitting.
 - ___ Complete copy of RFP in its entirety including signed and executed RFP Cover Sheet
 - ___ Complete response to RFP in its entirety on form to be provided by VTC
 - ___ Acknowledgment of Addenda (if any)
 - ___ Completed Offeror's Information, Attachment A for proposer
 - ___ Completed SWAM Utilization Plan, Attachment B
 - ___ Completed State Corporation Commission Form, Attachment C
 - ___ Other Attachments: other literature, if applicable.
 - ___ 1 original hard copy, so marked, of all information above, placed in a 3-ring binder; plus eight (8) flash drives, each to include all information above. Be sure to label the outside of each flash drive with company name. **In addition**, include 1 redacted hard copy and 1 redacted electronic copy (flash drive) of proposal and place in a separate 3-ring binder should the Offeror wish to invoke the protections of Section 2.2-4342 of the Code of Virginia following the instruction in the RFP.
- 2) Ensure that an authorized signature appears on the RFP Cover Sheet. By signing the RFP cover sheet, you are agreeing that you understand and agree to the requirements of the RFP, Statement of Needs, General Terms and Conditions and Special Terms and Conditions.
- 3) Ensure that the envelope/box is sealed and identified as instructed in Section V, Item A.3.e. Identification of Proposal Envelope.