

#### VIRGINIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

PURCHASING OFFICE 2901 HERMITAGE ROAD P.O. BOX 27491 RICHMOND, VA 23261-749

<b>UNSEALED REQUEST FOR PROPOSAL (RFP)</b>					
RFP NUMBER	UP-505-13				
TITLE	Production of two (2) PSA Videos				
ISSUE DATE	MARCH 27, 2013 PAGE 01 OF 17				
PURCHASE OFFICER	JACQUELINE BRUNSON				
EMAIL ADDRESS	JACQUELINE.BRUNSON@ABC.VIRGINIA.GOV				
PHONE	804-213-4427 FAX 804-213-4429				

RICHMOND, VA 23261-7491	ND, VA 23261-7491					
SET ASIDE	NO					
eVA	Mandatory	Note: All Offerors shall be e\ response to this Request for		date and time set	for receipt of proposals in	
SERVICES LOCATION	Eddie Wirt, 2901	. Destination—freight prepaid to Department of Alcoholic Beverage Control, Attn: Hermitage Road; Richmond, VA 23220				
		very date is June 14, 201 st firm delivery date:		0		
INITIAL PERIOD OF CONTRACT	Date of Award (	rd (anticipate April 15, 2013)				
PROPOSAL SUBMISSION	Furnishing the G send directly to i Alcoholic Bevera It is the responsi by the date and marked PROPO documents. One	posals will be received until <b>April 10, 2013 @ 11:00 A.M.</b> , (Eastern Daylight Time (EDT), For a Goods or Services Described Herein. Late proposal will not be accepted. If proposals are mailed, o issuing agency shown above. If proposals are hand delivered, then deliver to the Department of erage Control, 2901 Hermitage Road, Central Office, Second Floor, Room 2059, Richmond, VA 23220. Insibility of the OFFERORS (not the Agency) to ensure proposals are delivered to the <u>specified location</u> and time noted above. To distinguish proposals from other mail, each envelope or package should be <u>POSAL DOCUMENT</u> . It is the intent of the Purchasing Office to assist in recognition of these important or original faxed proposal will be accepted, all other copies must be mailed.				
INQUIRIES	All inquires for information should be directed to the Purchase Officer above. All questions must be received on or before <b>April 8, 2013</b> no later than 11:00 A.M.					
TERMS & CONDITIONS	revisions thereto, w attached shall also at the purchasing of	n is subject to the provisions of the Commonwealth of Virginia General Terms and Conditions and any eto, which are hereby incorporated into this proposal in their entirety. Special Terms and Conditions also be part of your proposal, if not attached a copy of these terms and conditions is available for review ing office or at the Department of General Services, Division of Purchases and Supply's website address, a virginia.gov/library/files/APSPM/Appendix B Sect I APSPM.pdf				
In compliance with this Request						

goods and services in accordance with the attached signed proposal or as mutually agreed schedule attached hereto is true, correct, and complete.

OFFEROR INFORMATION				
Name of firm:			Date:_	
Address of firm:			ZIP:	
By (signature in ink):				
Name (print):		Title (print):		
Phone:	Fax:	Em	il address:	
SWaM no.:	eVA no.:	DUI	IS no.:	

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by State law relating to discrimination in employment.

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#### NOTE TO PROSPECTIVE OFFERORS:

Please note the meaning of the following terms as used in this Request for Proposals (RFP):

- The term Offeror as referenced in this solicitation refers to the individual or firm preparing and submitting a proposal in response to this Request for Proposals. The term Contractor refers to an individual or firm that has entered into an agreement to provide goods or services to the Commonwealth. In addition, it also refers to a firm who, when awarded the contract, will be responsible for goods and services required, as a result of this solicitation.
- The terms "must", "shall", "should" and "may" are used to identify the criticality of the requirements. "Must" and "shall" identify "mandatory" requirements whose absence will have a major negative impact on the suitability of the Contractor to provide required services. Items labeled as "should" are highly desirable, although their absence will not have as large an impact. Items labeled "may" will be useful but are not necessary. You are requested to review the provisions of RFP Section IV.A.2.d to promote a clear understanding of these words as used in this document.

Any resulting agreement shall be defined by a written contract, which shall be binding only when fully executed by both parties.

#### I. **PURPOSE:**

The purpose of this Request For Proposals (RFP) is to solicit unsealed proposals from qualified sources to establish a contract through competitive negotiations to provide to the Virginia Department Alcoholic Beverage Control (VAABC/the Department) the production of two (2) Public Safety Announcements (PSAs) to air in the summer/fall of 2013.

#### II. <u>BACKGROUND</u>:

The Virginia Department of Alcoholic Beverage Control (VAABC) is a state agency that controls the sale, consumption and distribution of distilled spirits, assorted mixers, and Virginia wines. In essence, the Department acts as both a wholesaler and a retailer. The Department operates a seven-acre warehouse and operates approximately 338 retail stores throughout the state. Part of ABC's mission is to provide education and prevention services informing citizens of the Commonwealth the dangers of alcohol and substance abuse. ABC's Education section promotes responsible consumption and distribution by licensees of alcoholic beverages to those of age and zero tolerance for underage consumption through the use of prevention initiatives that focus on environmental, educational and information dissemination strategies. The development of this PSA is a joint project between the agency's Education section and Division of Public Affairs.

# III. <u>STATEMENT OF NEEDS</u>: (This section describes the services to be performed and/or goods to be provided by the Contractor.)

The Contractor shall direct and produce two (2) Public Service Awareness Videos using Attachment E — "We Are All on the Same Team" concept/voice over script; and Attachment F — "Never Stop Protecting" concept/voice over script. The video shall be directed and produced as close to the original concept/voice over scripts as possible to raise awareness of binge drinking and providing alcohol to underage, the risks and dangers associated with this behavior, and what audiences can do to help curb/prevent binge and underage drinking. The Public Service Awareness Videos shall be 30 and/or 60 seconds in length to be determined by the contractor and VAABC based upon the script/concepts in Attachments E and F. The concept/voice over scripts, Attachments E and F, have been developed by VAABC for use on this project. The Contractor may make minor edits to the concept if needed for logistical/filming purposes, subject to VAABC approval. VAABC intends to disseminate the video on the World Wide Web as part of a public safety social media campaign, as well as seek television placement. The contractor must provide formats of the videos suitable for both web and television use.

The VAABC will rely on the Contractor to scout out the appropriate indoor/outdoor locations to shoot the videos. The Department will also coordinate with the Governor of Virginia's office to use the Governor in the video and will arrange for the Governor to record the voice over for the PSA in the event that the governor is not available the Contractor is responsible for providing voiceover talent. The Department will arrange for various ABC employees and others to function as actors/extras in the video if needed; the contractor should include in the proposal any plans to hire professional talent for either video, but is asked to include ABC employees to the extent possible. Costumes, make up, props etc. shall be the responsibility of the contractor. The contractor shall provide story boards for the Departments approval prior to the shooting of the PSA.

The Contractor shall provide: the pre-production to include a script consultation, storyboards, travel scouting, and insurance coverage for locations and equipment; production equipment which includes production camera, camera support, lighting and grip as needed; production crew that consist of camera operator, director, lighting director, makeup artist; post production editing; and a recording studio.

The Contractor shall be responsible for proof reading the printed material, however VAABC will review and request correction, if needed. The Contractor shall be required to assure responsibility for all services offered in its proposal whether or not it performs or produces them. Further, the VAABC will consider the Contractor to be the sole point of contact with regard to contractual matters. The Contractor shall provide

VAABC with additional pre-production rewrites, a draft of the first video to review and edit. VAABC will have final approval of any and all contents of the video, to include the contents contained therein.

The Contractor shall deliver/mail a draft video to the Department of Alcoholic Beverage Control (VAABC) by **June 7, 2014**. After a contract is awarded, the finished product shall be delivered/mailed or sent electronically to the VAABC by **June 14, 2013**, to include formats suitable for both Television and World Wide Web to include instructions as to the best use for all formats. ABC shall be the primary owner of the final product with unlimited ownership rights.

# IV. <u>PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS</u>: (Information to be submitted by the Offeror in order to be considered for award.)

#### A. GENERAL INSTRUCTIONS:

1. <u>RFP Response</u>: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and two (2) copies of each proposal must be submitted to the issuing agency. No other distribution of the proposal shall be made by the offeror.

#### 2. <u>Proposal Preparation</u>:

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, 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 subletter 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. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall"

requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- 3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

#### B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that ABC's evaluation panel may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

- 1. The return of this <u>complete</u> RFP (all pages) signed and all addenda acknowledgments, if any, signed and filled out as required.
- 2. Offeror Data Sheet, included as an attachment to the RFP, see Attachment A.
- 3. A written narrative statement to include:
  - a. Experience and qualifications, to include resumes of the proposed project manager or key personnel to be assigned to this project.
  - b. Offeror's experience in providing the service described herein.
- 4. Specific design and plans for providing the services required in the RFP to include timely delivery of video in suitable format.
  - a. What, when and how the service will be performed
  - b. Sample video work produced for another client

#### 5. Price

- a. Project Cost
  - i. Production Cost

- ii. Travel
- iii. Staff
- iv. Materials
- v. Recording Studio
- 6. State Corporation Commission Form: Required of all offerors pursuant to Title 13.1 or Title 50. (Reference Section IX paragraph 12)
- V. <u>EVALUATION AND AWARD CRITERIA</u>: (This defines the criteria ABC will use in determining the best suited proposal.)
  - A. **EVALUATION CRITERIA:** "Proposals shall be evaluated by ABC's evaluation panel using the following criteria:"

	FOR SERVICES	<u>WEIGHTS</u>
1.	Experience and qualifications of the Contractor and its personnel assigned to this project in providing similar services.	35
2.	Specific Plans to be used to perform the services	40
3.	References from other clients	10
4.	Price	15
	TOTAL	100

- AWARD TO OTHER THAN THE HIGHEST RANKING OFFEROR: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror(s) which, in its opinion, has made the best proposal(s) and shall award the contract to that offeror; however, the contract may be awarded to a reasonably ranked DMBE-certified small business offeror(s), that is other than the highest ranking offeror(s). The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- VI. <u>REPORTING AND DELIVERY INSTRUCTIONS</u>: (Deliverables required from the Contractor after award of contract.) or INTENTIONALLY LEFT BLANK
- VII. <u>METHOD OF PAYMENT</u>: The Contractor will be paid on the basis of invoices submitted. Payments will be made according to the Virginia Prompt Payment Act which is thirty (30) days after receipt of a proper invoice or receipt of goods or services whichever is later. The issuing agency will have the option of paying the Contractor in less than thirty (30) days if a discount is offered for expedient payment.

The Commonwealth of Virginia encourages contractors to accept electronic and charge card payments. The Commonwealth of Virginia Small Purchase Charge Card may be used as the method of payment at the discretion of the Agency if the contractor has an established Merchant Account/Agreement. Merchant bank fees shall not be charged back to the Agency. Invoices shall be submitted to the following address:

Attn: Accounts Payable Department of Alcoholic Beverage Control P.O. Box 27491 Richmond, VA 23261

VIII. <u>PRICING SCHEDULE</u>: The Contractor agrees to provide the described goods and services herein based on the prices indicated below. Prices shall include <u>all</u> expenses, i.e., parking, meals, lodging, photocopying, airfare, mileage, communication cost, automobile rental, etc.

Item	Description	Quantity	Unit	Grand Total
1	Production of two (2) PSA Videos	1	JB	\$

IX. SPECIAL TERMS AND CONDITIONS: (THIS SECTION CONTAINS DESIRABLE CONTRACTUAL TERMS AND CONDITIONS. THESE TERMS MAY BE NEGOTIATED. IF THE OFFEROR WISHES TO CHANGE ANY OF THE LANGUAGE OF THESE DESIRABLE TERMS, THE OFFEROR SHOULD IDENTIFIY THE TERM/CONDITION TO BE CHANGED, EXPLAIN WHY THE CHANGE IS REQUIRED AND HOW THEY PROPOSE IT BE CHANGED. THE PROPOSED CHANGES SHOULD BE INCLUDED WITH THE OFFEROR'S RESPONSE TO THIS RFP.)

The following special terms and conditions must be included in all RFPs or as indicated:

- 1. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for forty-five (45) days. At the end of the forty-five (45) 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 canceled.
- 2. <u>IDENTIFICATION OF BID/PROPOSAL ENVELOPE</u>: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

  "BID DOCUMENT"

 From:
 04/10/2013
 11:00 AM

 Name of Offeror
 Due Date
 Time

 Street or Box Number
 RFP #UP-505-13

 RFP No.
 RFP No.

	Production of PSA Videos
City, State, Zip Code	RFP Title

Name of Contract/Purchase Officer: Jacqueline Brunson

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, 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.

- 4. <u>SUBCONTRACTS</u>: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 5. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS**: The solicitation/contract will result in one (1) purchase order(s) with the eVA transaction fee specified below assessed for each order.
  - a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
  - b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
    - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
    - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.
  - c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
    - (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
    - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
  - d. For orders issued July 1, 2013, and after, the Vendor Transaction Fee is:
    - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
    - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

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

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

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

- 6. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- 7. **ADDITIONAL INFORMATION**: The Commonwealth reserves the right to ask any Offeror to submit information missing from its offer, to clarify its offer, and to submit additional information which the Commonwealth deems desirable.
- 8. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site () for a minimum of 10 days.
- 9. **OWNERSHIP OF MATERIALS:** All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce the PSA shall become the property of the Commonwealth. Any furnished materials shall remain the property of the Commonwealth. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.
- 10. **PRIME CONTRACTOR RESPONSIBILITIES**: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- 11. **WORK SITE DAMAGES**: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- 12. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the offeror

was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

#### **ATTACHMENT A**

#### OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may have a negative impact on the suitability of proposed solution.

Nai	me:	Phone:	Email:
Years in 1	Business: Indicate the length of tir	ne you have been in business providing the	his type of good or service:
	Years Mo	nths	
Vendor II	nformation:		
eV	A Vendor ID or DUNS Number: _		
servicing	pelow a listing of at least four (4) has serviced, or has provided simut of contact.	current or recent accounts, either commilar goods. Include the length of service	nercial or governmental, that your co e and the name, address, and telephon
A.	Company:	Contact:	
	Phone:()	Fax: ()	
	Project:		
	Dates of Service:	\$ Value:	
	Email Address:	<del> </del>	
B.	Company	Contact:	
	Phone:()	Fax: ()	
	Project:		
	Dates of Service:	\$ Value:	<del></del>
	Email Address:	<del> </del>	
C.	Company:	Contact:	
	Phone:()	Fax:()	····
	Project:		
	Dates of Service:	\$ Value:	<u>-</u>
D.	Company:	Contact:	
	Phone:()	Fax:()	
	Project:		
		\$ Value:	
	Email Address:		

#### **ATTACHMENT B**

## VIRGINIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL SUBCONTRACTOR APPROVAL REQUEST

No portion of the work (including materials) shall be subcontracted to another firm or individual <u>without prior written consent</u> of Virginia Department of Alcoholic Beverage Control (herein referred to as VABC). In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish VABC with the names, qualifications, and experience of their proposed subcontractors for agency approval. The primary contractor shall, however, remain fully liable and responsible for the work performed by its subcontractor(s) and shall assure compliance with all requirements of the contract. No subcontractor will be allowed to start work until VABC has received a copy of the subcontractor's Certificate of Insurance with the appropriate liability coverage. Certificate of Insurance should be sent to Virginia Department of Alcoholic Beverage Control at 2901 Hermitage Rd, Richmond, VA 23220.

List proposed subcontractor(s), including name, address, contact person, and type of work to be performed under this contract below.

FIRM OR INDIVIDUAL'S NAME & ADDRESS	CONTACT PERSO PHONE NUMBER	N AND	TYPE OF WORK TO BE PREFORMED
TYPE OF MATERIAL PROPOSED S	UBCONTRACTOR W	ILL PROVIDE	
QUALIFICATIONS / EXPERIENCE	LEVEL OF PROPOSI	ED SUBCONTR	<u>ACTOR</u>
Please indicate which above proposed sul Businesses. Company Name:	ocontractors are certified	l (with DMBE) as	s Small, Women Owned or Minority
Certification Number:			
FOR VABC USE ONLY: The proposed subcontractor(s) listed above requirements herein.	e is/are approved and a	ccepted under the	terms and conditions of the contract
Signature of Authorized VABC Represer	tative D	ate	Telephone Number

## ATTACHMENT C

# PROPRIETARY/CONFIDENTIAL INFORMATION SUMMARY FORM

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

<sup>\*</sup>Identify the reason for withholding from disclosure in accordance with the Code of Virginia § 2.2-4342F."

## ATTACHMENT D

## **State Corporation Commission Form**

<u>Virginia State Corporation Commission (SCC) registration information</u> . The offeror:
☐ is a corporation or other business entity with the following SCC identification number:OR-
$\square$ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust <b>-OR-</b>
□ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) -OR-
□ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.
**NOTE** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

#### **ATTACHMENT E**

#### "We Are All On The Same Team"

<u>Visual</u>: Three quick scenarios all taking place in a "tailgating" atmosphere with sounds of a marching band playing college fight songs in the back ground.

Scene 1: You see a group of college kids tailgating and one of them pulls out a beer bong in a "look what I've got" moment. Mascot #1 appears and trades him a vuvuzela horn (or a football, foam finger, jersey, pom-pom's etc.) for the beer bong. Sound of crowd cheering over marching band.

Scene 2: You see a group of tailgaters with the stereotypical cylindrical "orange" beverage cooler (like the one you see being poured over a coach's head after a game). One young adult is "making the punch" and has a gallon sized bottle of alcohol that he/she appears to be pouring in its entirety into the cooler. As he/she starts to pour, Mascot #2 walks up and gently takes the remaining bottle of alcohol from the fan and replaces it with some sort of non-alcoholic mixer like Sprite. Sound of crowd cheering over marching band.

Scene 3: The game has ended and you see a small group of four fans raising a red plastic cup and drinking to the victory. You see one of the fans turn around and hand his keys to a fuzzy hand, which replaces the keys with a bottle of water. You then see a police officer waving the cars out of the parking lot and you see Mascot #3 behind the wheel of a convertible giving these four fans a safe ride home. They all "cheers" their water bottles as they drive out of the parking lot. A voiceover starts when you see the mascot behind the wheel. (Note: This car scene could easily have four slightly older alumni in it if you wanted to show an older demographic for a portion of this PSA. Statistics say binge drinking occurs mostly between the ages of 18-34).

Governor's Voiceover (cut to Governor standing on a field with the mascots, holding a football): "We may be rivals on the field, but when it comes to the dangers of alcohol and binge drinking we're all on the same team. Think responsibly, drink responsibly."

Note: The thought is that the three mascots would all be "generic" mascots representing no particular school and would be helping groups of fans who will be dressed in matching "colors" but with no particular school names or logos displayed.

#### ATTACHMENT F

### "Never Stop Protecting"

Scene 1: A "soon-to-be" dad sitting in a recliner reading a book titled "Baby Proof Your House".

<u>Scene 2</u>: We then see him running around covering up sockets, putting locks on the chemicals under the sink...a pregnant woman enters the room and says "it's time". Expectant mom and dad run out of the house.

Scene 3: Next we see the same dad, looking slightly older – maybe a few gray hairs, with his tool box in front of a cupboard and his "slightly older looking" wife comes in (you only see her from the shoulders up) and says "it's time", dad says "almost done" as he checks the lock on a cabinet, but you only see him and the cabinet from the side. Both parents run to the door again, only this time they open it and a hoard of teens come rushing in, (Voiceover begins) you see a "Congratulations Graduate" sign in the living room. Music is playing, kids are "partying" and you see one of the kids walk by the cupboard that dad just locked up…only this time you see it from the front, it's a glass cabinet and it's full of alcohol.

Voiceover: "No matter what their age, never stop protecting your kids. Parents worry enough about all of the dangers that kids face as they grow up and leave the house. We may not be able to protect them from everything outside that door, but we can take steps to keep them safe and healthy while they are still under our roof. From 18 months-old to 18 years, let's keep our kids out of harm's way."

"One out of every 13 kids between the ages of 12 and 20 get alcohol from a social host. Providing alcohol to a minor is against the law."