



# COMMONWEALTH of VIRGINIA

DEPARTMENT OF SOCIAL SERVICES

## RFP No. BEN-11-045

**ISSUE DATE:** December 9, 2010  
**TITLE:** Benefit Programs' SNAP Conference  
Meeting Facilities, Lodging, Meals & Refreshment Breaks

**COMMODITY CODES:** 97130 Hotel/Motel Accommodations  
97165 Room Rental for Conferences, etc.

**ISSUING AGENCY:** Commonwealth of Virginia  
Department of Social Services  
WyteStone Plaza Building  
801 E. Main Street  
Richmond, VA 23219-3301

**LOCATION:** Richmond, VA Metro Area or  
Williamsburg, VA Area

**PERIOD OF CONTRACT:** March 21 - 24, 2011

**Sealed proposals** will be received, subject to the conditions cited herein, until Noon, Tuesday, December 28, 2010 for furnishing services described herein. to the Contract Officer. If proposals are mailed or hand-delivered, send to the Contract Officer's attention at the Issuing Agency shown above.

**ALL INQUIRIES FOR INFORMATION MUST BE DIRECTED TO:**

Donna Shropshire, Contract Officer  
donna.shropshire@dss.virginia.gov or 804-726-7183

**RFP NO. BEN-11-045  
BEST VALUE ACQUISITION  
VIRGINIA DEPT. OF SOCIAL SERVICES  
DIVISION OF BENEFIT PROGRAMS' SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP)  
CONFERENCE FACILITIES, LODGING ACCOMMODATIONS, MEALS & REFRESHMENT BREAKS**

**\* THIS PAGE MUST BE COMPLETED AND RETURNED WITH PROPOSAL \***

In compliance with this Sealed Best Value Award and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

\_\_\_\_\_  
(Name of Company)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Street Address)

By: \_\_\_\_\_  
(Signature in Ink)

\_\_\_\_\_  
(City/State/Zip Code)

By: \_\_\_\_\_  
(Typed or Printed Signature)

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

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

FEI/FIN #: \_\_\_\_\_

State Corporation Commission (SCC) ID Number:  
\_\_\_\_\_

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**CONFERENCE FACILITIES, LODGING ACCOMMODATIONS, MEALS & REFRESHMENT BREAKS**

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**NOTE: ATTACHMENTS I, II, AND III ARE INCLUDED IN THIS DOCUMENT**

VA. DEPT. OF SOCIAL SERVICES  
DIVISION OF BENEFIT PROGRAMS  
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP)  
CONFERENCE FACILITIES, LODGING ACCOMMODATIONS, MEALS & REFRESHMENT BREAKS

## SECTION 1 – PURPOSE

**Purpose.** The intent and purpose of this Request for Proposals (RFP) Best Value Award is for the Virginia Department of Social Services, hereinafter referred to as “VDSS,” to enter into a contract with one qualified source, through competitive negotiations, which shall provide conference facilities, overnight lodging, meals, break refreshments and audio-visual equipment for its SNAP conference to be held in the Richmond or Williamsburg areas during March 21-24, 2011 for approximately 350 participants.

**This procurement shall be awarded based on “Best Value.” See Special Terms and Conditions.** Selection shall be made of the offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in this solicitation, including price, if so stated. Negotiations shall be conducted with the offerors so selected. Cost and price factors shall be considered in relation to the evaluation stated in the solicitation, but need not be the sole determining factor. The Commonwealth will make the award on a best value basis to the offeror which, in its opinion, represents the most advantageous and best offer.

**The Virginia Green Lodging** program is the Virginia Department of Environmental Quality’s (DEQ) initiative to promote pollution prevention practices in the tourism and hospitality industry. **Green Lodging** encourages hotels, resorts, and other hospitality operations to be aware of their impact on the environment and to take steps to reduce these impacts. In order to comply with Executive Order 48, participation in *Green Lodging* is strongly encouraged and preferred by VDSS. See [http://www.governor.virginia.gov/initiatives/ExecutiveOrders/2007/EO\\_48.cfm](http://www.governor.virginia.gov/initiatives/ExecutiveOrders/2007/EO_48.cfm) . Additional information on *Green Lodging* is available at “*The Virginia Green Lodging Program*” located at the following website: <http://www.deq.virginia.gov/p2/lodging/eventplanning.html>

VDSS reserves the option to conduct a site visit prior to, or during, negotiations with any offeror that submits a proposal.

## SECTION 2 – CONFERENCE REQUIREMENTS

### 2.1 CONFERENCE FACILITY

- A. The preferable dates for this conference are March 21-24, 2011. However, other dates may be considered. The conference facility site shall be in the Richmond or Williamsburg areas.
- B. The Contractor shall make available a conference facility capable of serving approximately 350 persons. Safety, security, cleanliness, and proper facility maintenance are imperative. The conference facility shall provide acceptable accommodations for the physically challenged, in compliance with the Americans With Disabilities Act (ADA) as well as modifications consistent with regulations of the Virginia Office of Protection and Advocacy (VOPA) found at <http://www.vopa.state.va.us>. (See General Terms and Conditions, “Anti-Discrimination,” of this RFP).
- C. The Contractor shall provide a facility that meets or exceeds the requirements stated in this and ensure that it will provide suitable accommodations to include, but not limited to, necessary technical and other equipment (pc hookup and Internet access), good lighting and ventilation; sufficient room and spacing of chairs and tables, accessibility to restrooms, and free from unnecessary distractions or disruptions. The conference rooms, facilities, and common areas must be available to VDSS throughout the duration of the conference.

- D. The Contractor shall provide a responsible representative to be available twenty-four hours to resolve any problems that may arise throughout duration of the conference.
- E. The Contractor shall have adequate internal procedures and training, and staffing for handling emergency situations and other irregularities, e.g., power failures, equipment failure, disruptions. All conference rooms within the facility shall have pc hookup with internet access.
- F. The Contractor shall ensure that ample staffing is provided to accommodate the requirements of this RFP in a timely and professional manner.
- G. All facilities, including the surrounding common areas and restrooms, must be available, and in useable, adequately prepared condition, for VDSS staff from arrival until departure.
- H. All fully-attended sessions and meals are required to have the American and the Virginia state flags stationary for those rooms.

## 2.2 MEETING ROOMS (See Attachments I and III)

- A. The Contractor shall provide a general session conference room with a seating capacity to comfortably accommodate 350 persons. This room shall be set up with round tables comfortably accommodating between 8 and 10 persons.  
  
The general session conference room shall have a riser or stage area with a minimum of
  - three six-foot tables with tablecloths and skirt, and eight chairs,
  - a podium, and
  - a projection screen, microphone, and amplification, extension cords, four six-foot tables with tablecloths provided in the back of the room.
- B. The Contractor should provide for the exclusive use of VDSS a hospitality suite for VDSS staff, which should be available 24 hours per day. The room should be large enough to accommodate 25 adults comfortably. This room should have
  - adequate electrical outlets, a telephone (long-distance not accessible but free local calls to be included),
  - ample space for additional storage, and
  - three keys to this room for VDSS staff use for the duration of the conference.
- C. Any furnishings or equipment are to be in good working condition, meeting applicable code obligations where required, and the Contractor shall inspect same at the beginning of each day to assure reliability and provide backup if necessary.
- D. The Contractor shall designate all public areas of the facility, all meeting areas and workshop rooms, and VDSS lodging rooms as non-smoking areas for the duration of the conference. All ashtrays and other smoking-related materials are to be removed from these areas at least twelve (12) hours before the conference begins. The only exceptions to this condition will be the guest rooms other than VDSS and restaurants.
- E. All facilities shall be available to VDSS staff for inspection prior to the specified event to ensure compliance with its needs.
- F. The Contractor should provide amenities such as the
  - use of a copy machine on the premises as needed;
  - easy access to service elevator for moving equipment; and
  - free local telephone services in all rooms.
- G. The Contractor shall inform VDSS of any other conferences or activities being held during the same time frame.

## 2.3 LODGING ACCOMMODATIONS (See Attachment III)

- A. The Contractor shall reserve a block of
- thirty (30) lodging rooms for VDSS staff arriving on Monday, March 21, 2010 and
  - two hundred fifty (250) lodging rooms for guests arriving on Tuesday, March 22 and departing Thursday, March 24, 2011. The 250 lodging rooms include the 30 secured for March 21.
- B. The Contractor shall only charge for sleeping rooms occupied. Room rates shall not exceed those established in State travel regulations (see Attachment II).
- If an attendee cancels his reservation, the Contractor must notify VDSS immediately by email and VDSS shall not be charged.
- C. The Contractor shall bill chargeable phone calls, movies, and other incidentals to the credit card the participant used to secure the room; such charges shall not be direct billed to VDSS.
- D. The Contractor shall provide direct billing to VDSS.
- E. The Contractor should provide, upon request, a storage area for participants' luggage and other items arriving prior to check-in and upon check-out at no additional charge.
- F. The Contractor shall assign lodging rooms and submit a list to the VDSS at least five (5) working days for review prior to the conference based on the rooming list submitted by the VDSS.
- G. VDSS shall provide the Contractor with written approval of the assignments.
- H. The Contractor shall provide free on-site parking for all participants.
- I. The Contractor shall provide free wireless access in the staff lodging rooms (approximately 30). Free wi-fi is requested for the other lodging rooms.

## 2.4 CATERING SERVICES (See Attachments I, II and III)

The times and selections of the meals and refreshment breaks shall be made by VDSS. Participants with special dietary needs shall be accommodated (i.e. vegetarian, kosher, low-sodium, etc.).

The VDSS requests that "healthy" meals be served. Quality and value of meals are essential.

There shall be ample staffing to adequately and promptly accommodate the attendees and provide meals in a timely manner.

The Contractor shall provide ice water and glasses in each meeting room, during all activity periods, with water refreshed as needed and upon request. The Contractor shall also provide mints or hard candies, and pens and pads in each meeting room for the conference participants' use.

## 2.5 AUDIO VISUAL EQUIPMENT

The contractor shall be capable of providing the following audio-visual equipment in each meeting room as needed. A list of confirmed audio-visual equipment needs will be forwarded to the contractor at least two weeks prior to the scheduled conference.

- easel or signage/posting (outside session doors) should be placed as preferred by facility for each session or conference activity;
- a public address system and podium with microphones in all fully-attended sessions and luncheons;
- a public address system and podium with microphones in workshop and breakout sessions if requested by the issuer;
- flip chart pad on easels with markers for workshop sessions as needed;
- additional audio-visual equipment as needed, in the form of overhead projectors, screens, slide projectors and TV/VCR/DVD;
- a projection screen and table for LCD and laptop computer in each workshop session;
- equipment in good working condition and inspected at the beginning of each day to assure reliability; and
- back-up equipment available to conference staff in case of failure within 30 minutes upon notification; and
- a technical person specific to this conference who is readily available (either in-house or close proximity) for setup and emergencies.

### SECTION 3 - PROPOSAL PREPARATION AND SUBMISSION

#### 3.1 GENERAL REQUIREMENTS:

In order to be considered for selection, the offeror must submit a complete response to this RFP. Two original proposals and three copies must be submitted to the Contract Officer of VDSS designated on Page 1 of this RFP). No other distribution of the proposal shall be made by the offeror.

An authorized representative of the offeror shall sign its proposal. All information requested must be submitted. Failure to submit all information requested may result in VDSS requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

Proposals that are substantially incomplete or lack key information may be rejected by VDSS at its discretion.

#### 3.2 SPECIFIC REQUIREMENTS

Proposals should be as thorough and detailed as possible so that the VDSS may properly evaluate offeror's capabilities to provide the required goods/services. Offerors are required to submit the following items with the proposal:

- the return of Page 2 of this RFP signed and filled out as required;
- the completion and return of Attachment III, "Pricing Schedule",
- any other required information;
- a signed addenda (if applicable); and
- a written narrative and/or information package including:

##### A. Accommodations

1. confirmation of availability of desired dates;
2. location of facility, including map, with information on its accessibility to major highways or other means of transportation;
3. lodging availability, listing the number of singles, doubles or other combinations;
4. lodging registration information, listing available check-in and check-out times;
5. ability to guarantee and direct-bill for master account (incidentals are the responsibility of the participants.);

6. accessibility for the physically challenged, in compliance with the Americans With Disabilities Act and VOPA.

**B. Conference Facility**

1. suitability of area to be used for conference registration (include floor plan);
2. availability, size, and configuration of meeting rooms and registration area (include floor plan);
3. availability, size, and configuration of general meeting room (include floor plan);
4. accessibility and appropriateness of area to be used as a staff office (include floor plan and size);
5. availability and description of any audio-visual equipment and the source of this equipment;
6. availability of adequate free parking, proximity to conference facility, and shuttle service (if applicable) for conference guests or commuters;
7. capability to comfortably accommodate other hotel guests and VDSS' conference guests;
8. ease of accessibility for the physically challenged and compliance with the Americans With Disabilities Act and VOPA and
9. internal procedures for handling emergency situations and other irregularities, i.e., power failures, equipment failure, disruptions.

**C. Catering Services**

1. alternative selections of menus for breakfast, lunch and dinner;
2. alternative selections for refreshments/snacks for breaks and;
3. the variety, quantity, quality, and inclusive proposed costs per person per break.

**3.3 EVALUATION AND AWARD CRITERIA**

**This procurement shall be awarded based on "Best Value." See Special Terms and Conditions.**

Proposals shall be evaluated using the following criteria:

**A. Suitability of the Facility. (Maximum 45 Points)**

1. safety, security, cleanliness, proper facility maintenance, and ample staffing to accommodate the needs of the attendees;
2. location and ease of access;
3. good lighting and ventilation in meeting rooms, and reasonably free from distractions;
  - ✓ size and adequacy of room for general session;
  - ✓ meal set-up arrangements, including turn-over time if room is to be re-configured for workshops;
  - ✓ size and adequacy of classrooms; and
  - ✓ size, accessibility, and overall adequacy of area to be used as a staff office.
4. availability and adequacy of free parking for conferees (including commuters) and other hotel guests; and
5. availability of sufficient number of guest rooms.

**B. Reasonableness of Costs. (Maximum 40 Points)**

1. guest lodging rooms
2. meeting rooms

3. meals and refreshments
4. audio visual equipment

**C. Adequacy of Services Offered. (Maximum 15 Points)**

1. variety, quality, and value of meal menus;
2. audio visual equipment offered and suitable for use;
3. ample, sufficient, adequately-trained personnel available to promptly provide services to attendees; and
4. adequate security staff available

**SECTION 4  
REQUIRED GENERAL TERMS AND CONDITIONS  
GOODS AND NONPROFESSIONAL SERVICES**

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

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

1. During the performance of this contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING**: By submitting their proposals, offerors certify that their proposal are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS**: By submitting their proposal, the 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, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST**: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs**: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS**: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT**:
1. **To Prime Contractor**:
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). All invoices (including a breakdown for each lodging room occupied, meeting room charges, meal functions, audio visual, etc.) shall be submitted to DSS within 30 calendar days after the conference/event.
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
    - c. All goods or services provided under this contract or purchase order, that are to be paid for

with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 3. Each prime Contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish

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

- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. This includes, but is not limited to, lodging, conference rooms, restaurant, and kitchen facilities.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An 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. VDSS 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. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give VDSS a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to VDSS' right to audit the Contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present VDSS with all vouchers and records of expenses incurred and savings realized. VDSS shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to VDSS within thirty (30) days from the date of receipt of the written order from VDSS. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by VDSS or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia 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 excise tax exemption registration number is 54-73-0076K.

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

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

- 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, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider. (Code of Virginia, § 2.2-4343.1H).

- U. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 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 eVA transaction fee will be invoiced 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

- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**SECTION 5  
SPECIAL TERMS AND CONDITIONS  
GOODS AND NONPROFESSIONAL SERVICES**

- A. **SEALED BEST VALUE AWARD:** Selection shall be made of the offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in this solicitation, including price, if so stated. Negotiations shall be conducted with the offeror so selected. Cost and price factors shall be considered in relation to the evaluation factors stated in the solicitation, but need not be the sole determining factor. The Commonwealth will make the award(s) on a best value basis to the Offeror(s) which, in its opinion, represents the most advantageous and best offer. The Commonwealth may cancel this solicitation 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, § 2.2-4359 D).
- B. **CANCELLATION OF CONTRACT:** VDSS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 10 days written notice to the Contractor.
- C. **SMALL BUSINESS SUBCONTRACTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such subcontracting opportunities to small businesses. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. If small business subcontractors are used, the prime Contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- D. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal shall be returned in a separate envelope or package, identified as follows:

FROM: \_\_\_\_\_  
(Name of Offeror)  
\_\_\_\_\_  
(Street Address)  
\_\_\_\_\_  
(City, State, Zip)

ATTENTION: DONNA SHROPSHIRE, CONTRACT OFFICER  
DUE DATE: DEC. XXX, 2010 TIME: NOON, EASTERN TIME  
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Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids or proposals should be placed in the envelope.

- E. 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.
- F. MINORITY/WOMEN OWNED BUSINESSES 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 minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
- G. PROPOSAL ACCEPTANCE PERIOD:** The proposal and any modification thereof shall be binding upon the Offeror for thirty (30) days following the proposal due date. Any proposal on which the Offeror shortens the acceptance period may be rejected. At the end of that time, Offeror may retract their proposal by giving written notice to VDSS.
- H. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of VDSS. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish VDSS 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 his subcontractor(s) and shall assure compliance with all requirements of the contract.
- I. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

## **SECTION 6 -- METHOD OF PAYMENT**

The Contractor will be paid on the basis of invoices submitted. The Contractor shall submit invoices within thirty (30) days after completion of services provided. Invoices must be submitted to:

Department of Social Services  
Division of Benefit Programs "SNAP"  
Attention: Michele B. Johnson  
801 E. Main St.  
Richmond, VA 23219-2901

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# ATTACHMENT I

## DRAFT AGENDA



### “SNAP-A-PLOOZA”

#### Conference

##### Conference Tracks

Track 1	Policy
Track 2	Preparation
Track 3	Process
Track 4	Performance

##### Legend

Yellow	Group activity
Purple	Food
Green	Snacks
Orange	Ongoing Activities
White	Times

## ***Pre-Conference: Monday, March 21, 2011***

11:00 am - 5:00 pm		Arrival: LPC, regional staff, select presenters
		Conference Preparation
Noon		Box Lunch Provided to LPC & regional staff
		Conference Preparation
6:30 pm		Dinner Served for LPC & regional staff

## ***Day One: Tuesday, March 22, 2011***

10:30 am - noon		<b>Registration</b>			
11:45 pm - 12:45 pm		<b>Lunch Served</b> (buffet)			
1:00 pm - 1:30 pm		<b>Skip:</b> Intro self, conference, & Commissioner	<b>Commissioner:</b> Agency Mission & Accuracy's role	<b>Rose:</b> Intro self, conference objectives, & workshop	
1:30 pm - 1:45 pm		<b>Afternoon Break</b> (no snack)			
1:45 pm - 3:15 pm	<b>Exhibits Open</b>	<b>Verifications</b> <i>Lisa &amp; Cynthia (2)</i>	<b>Claims</b> <i>Claudia &amp; Greg (2)</i>	<b>Application Processing</b> <i>Celestine &amp; Jim (2)</i>	<b>D-SNAP</b> <i>Toni &amp; Fed (2)</i>
		<b>SNAFUS</b> <i>Cathy &amp; Kim (2)</i>	<b>10 Things Do's &amp; Don'ts</b> <i>Michele &amp; Toni (2)</i>	<b>Documentation</b> <i>Nancy &amp; Ruth Ann (2)</i>	<b>Rushmore</b> <i>Pat &amp; Alonda (2)</i>
3:15 pm - 3:45 pm		<b>Afternoon Break</b> (no snack)			
3:45 pm - 3:50 pm		<b>Rose:</b> Intro Tim Gard			

3:50 pm - 5:00 pm		<b>Keynote Speaker: Tim Gard</b> Close Day 1		
6:30 pm		Dinner Served (RSVP)		

## ***Day Two: Wednesday, March 23, 2011***

7:00 am - 8:15 am	Breakfast Served				
8:30 am - 10:00 am	Exhibits Open	Verifications <i>Lisa &amp; Cynthia (2)</i>	Interviewing w/Style <i>Tim Gard</i> <i>(select participants)</i>	Bubble/Baby Bubble (2) <i>Cindee &amp; Jean Hall</i>	The Problem is U (2) <i>Cathy Pemberton</i>
		SNAFUS <i>Cathy &amp; Kim (2)</i>	Interviewing w/Style <i>Tim Gard</i> <i>(select participants)</i>	Prince William Solution/ Functional Fairfax (2) <i>Donna Patton &amp; Fairfax</i>	Quality = Performanc e Fairfax <i>Melanie &amp; Nicole</i>
10:00 am - 10:30 am		Morning Break (snack)			
10:30 am - 12:00 am		Claims <i>Claudia &amp; Greg (2)</i>	Reports & Management Tools <i>Deanna Bennett</i>	Bubble/Baby Bubble (2) <i>Cindee &amp; Jean</i>	QA, ME, Payment Accuracy <i>Joni, Linda, &amp; case reader</i>
		10 Things Do's & Don'ts <i>Michele &amp; Toni (2)</i>	Appeals <i>Solomon's staff</i>	Newport News/Norfolk (call/change centers) (2) <i>Ginger &amp; Norfolk</i>	Fraud & Error Prevention <i>Sandy (2)</i>
noon - 1:30 pm		Lunch Served			
1:20pm - 1:30 pm	Rose: Intro Bill	Bill: Observations and Intro Ken and Blake			

1:30 pm - 2:30 pm	<b>Keynote Speakers: Blake Shaw and Ken Miller</b>			
2:30 pm	<b>SNAP Staff:</b> Move folks to workshops			
2:40 pm - 4:10 pm	<b>Application Processing</b> <i>Celestine &amp; Jim (2)</i>	<b>New vs. Seasoned Workers</b> <i>Mary Felts</i>	<b>Ken and Blake's workshop</b> <i>(select participants)</i>	<b>Fraud &amp; Error Prevention</b> <i>Sandy (2)</i>
	<b>Documentation</b> <i>Nancy &amp; Ruth Ann (2)</i>	<b>Time Management</b> <i>Roslyn Moore</i>	<b>Ken and Blake's workshop</b> <i>(select participants)</i>	<b>Error Reduction Strategies</b> <i>Jaime &amp; John</i>
4:15 pm - 4:30 pm	<b>Afternoon Break (snack)</b>			
4:30 pm - 6:00 pm	<b>D-SNAP</b> <i>Toni &amp; Fed (2)</i>		<b>Bubble/Baby Bubble (2)</b> <i>Cindee &amp; Jean Hall</i>	<b>The Problem is U (2)</b> <i>Cathy Pemberton</i>
	<b>Rushmore</b> <i>Pat &amp; Alonda (2)</i>	<b>Reports &amp; Management Tools</b> <i>Deanna Bennett</i>	<b>Newport News/Norfolk</b> <i>(call/change centers) (2)</i> <i>Ginger &amp; Norfolk</i>	
7:00 pm	<b>Dinner Served (RSVP)</b>			

## *Day Three: Thursday, March 24, 2011*

7:00 am - 8:30 am	Breakfast Served				
8:45 am	Exhibits open	Rose	OHIO?: TBD		
TBD		Round Table	Round Table	Round Table	Round Table
TBD		Morning Break (snack?)			
TBD		<i>Keynote Speaker: Jessica Sheanin, FNS</i>			
TBD		Rose: Close Conference			
TBD					

# ATTACHMENT II

## VIRGINIA DEPT. OF ACCOUNTS “CAPP” MANUAL MEALS & LODGING TRAVEL EXPENSES

TOTAL	\$41	\$46	\$51	\$56	\$61	\$66	\$71
Breakfast	\$7	\$7	\$8	\$9	\$10	\$11	\$12
Lunch	11	11	12	13	15	16	18
Dinner	18	23	26	29	31	34	36
Incidentals	5	5	5	5	5	5	5
75% Travel Days	\$32	\$36	\$40	\$44	\$47	\$51	\$55

**Lodging / M&IE Guidelines**

Expenses that are allowable to the **IN-STATE** traveler for reimbursement. For the cities of Alexandria, Fairfax, Falls Church, and the counties of Arlington and Fairfax, see the Washington, DC, listing in the Out-of-State table. If a location is not listed, the standard rate applies.

IN-STATE Location City – (Surrounding Areas)	Lodging Rate <u>Excludes</u> taxes and surcharges	Meals and Incidental Expense (M&IE) Rate <u>Includes</u> tips, taxes, personal telephone calls, laundry, and transportation to where meals are taken
<i><b>STANDARD →</b></i>	<i><b>\$77</b></i>	<i><b>\$41</b></i>
<i><b>EXCEPTIONS ↓</b></i>		
<i>Abingdon (Washington)</i>	86	46
<i>Blacksburg (Montgomery)</i>	95	46
<i>Charlottesville (Albemarle &amp; Greene County)</i>	113	56
<i>Chesapeake / Suffolk (10/1 – 5/31)</i>	78	56
<i>Chesapeake / Suffolk (6/1 – 8/31)</i>	88	56
<i>Chesapeake / Suffolk (9/1 – 9/30)</i>	78	56
<i>Chesterfield / Henrico Counties</i>	87	51
<i>Fredericksburg ( Spotsylvania &amp; Stafford County)</i>	89	56
<i>James City / York Co / Williamsburg (10/1 – 3/31)</i>	77	51
<i>James City / York Co / Williamsburg (4/1 – 8/31)</i>	91	51
<i>James City / York Co / Williamsburg (9/1 – 9/30)</i>	77	51
<i>Loudoun County</i>	111	61
<i>Lynchburg (Campbell County)</i>	79	51
<i>Manassas (City Limits)</i>	82	46
<i>Norfolk / Portsmouth</i>	92	61
<i>Prince William County</i>	89	56
<i>Richmond (City Limits)</i>	114	66

IN-STATE Location City – (Surrounding Areas)	Lodging Rate <u>Excludes</u> taxes and surcharges	Meals and Incidental Expense (M&IE) Rate <u>Includes</u> tips, taxes, personal telephone calls, laundry, and transportation to where meals are taken
<i><b>STANDARD →</b></i>	<i><b>\$77</b></i>	<i><b>\$41</b></i>
<i><b>EXCEPTIONS ↓</b></i>		
<i>Roanoke (City Limits)</i>	<i>99</i>	<i>51</i>
<i>Virginia Beach (10/1-5/31)</i>	<i>89</i>	<i>56</i>
<i>Virginia Beach (6/1-8/31)</i>	<i>144</i>	<i>56</i>
<i>Virginia Beach (9/1-9/30)</i>	<i>89</i>	<i>56</i>
<i>Wallops Island (Accomack County) (10/1-6/30)</i>	<i>84</i>	<i>56</i>
<i>Wallops Island (Accomack County) (7/1-8/31)</i>	<i>125</i>	<i>56</i>
<i>Wallops Island (Accomack County) (9/1-9/30)</i>	<i>84</i>	<i>56</i>
<i>Warrenton (Fauquier County)</i>	<i>93</i>	<i>46</i>

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## ATTACHMENT III PRICING SCHEDULE

CHARGES CANNOT EXCEED THE STATE TRAVEL REGULATIONS, POLICIES & PROCEDURES  
FOR MEALS AND TRAVEL EXPENSES (M&IE) WHICH CAN BE FOUND AT [HTTP://WWW.DOA.VIRGINIA.GOV](http://www.doa.virginia.gov)  
TOPIC 20335, MEALS AND LODGING PER DIEM. SEE ATTACHMENT II

LODGING COSTS SHALL EXCLUDE ALL APPLICABLE TAXES AND FEES WHICH SHALL BE A SEPARATE LINE ITEM.  
FOOD AND BEVERAGE COSTS SHALL BE INCLUSIVE OF ALL TAXES, GRATUITIES, AND SERVICE FEES.

DATE	START TIME	END TIME	FUNCTION	ROOM NAME	SETUP	NO.	ROOM RENTAL	MEAL COST P/PERSON	TOTAL
Monday 3/21/11			Lodging			30			
	4:00 AM	11:59 PM	Storage			1			
	4:00 AM	11:59 PM	Office			1			
	11:30 AM	1:00 PM	Box Lunch			30			
	6:00 PM	9:00 PM	Dinner		Rounds of 10	30			
						30			
			Additional Expenses						
			Audio-Visual	*See Page 25					
Tuesday 3/22/11			Lodging			250			
	4:00 AM	11:59 PM	Office			1			
	4:00 AM	11:59 PM	Storage			1			
	7:00 AM	8:00 AM	Breakfast	Staff		30			
	9:00 AM	11:59 PM	Exhibit Space		Exhibit 10x10	12			
	10:00 AM	3:00 PM	Meeting Session		Rounds of 8	350			
	11:45 AM	1:00 PM	Lunch		Rounds of 10	350			
	6:00 PM	10:00 PM	Dinner		Rounds of 10	300			
			Additional Expenses						
			Refreshments-- Afternoon			350			
		Audio-Visual	* See Page 25						
Wednesday 3/23/11			Lodging			250			
	4:00 AM	11:59 PM	Storage			1			
	4:00 AM	11:59 PM	Office			1			
	8:30 AM	5:00 PM	Breakout Meeting		Classroom	40			
	8:30 AM	5:00 PM	Breakout Meeting		Classroom	40			
	8:30 AM	5:00 PM	Breakout		Classroom	40			



# AUDIO VISUAL RENTAL PRICING SCHEDULE

\$\_\_\_\_\_ PODIUM

\$\_\_\_\_\_ MICROPHONE

\$\_\_\_\_\_ DVD

\$\_\_\_\_\_ WIRELESS REMOTE CONTROL

\$\_\_\_\_\_ OVERHEAD PROJECTOR

\$\_\_\_\_\_ TELEVISION

\$\_\_\_\_\_ VIDEO CASSETTE RECORDER (VHS FORMAT)

\$\_\_\_\_\_ PROJECTION SCREEN

\$\_\_\_\_\_ ANY SERVICE, SET-UP, OR TAX OR FEE CHARGED

\$\_\_\_\_\_ OTHER

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