

Title: Conference Facility, Lodging and Meals
Issue Date: January 10, 2023
Proposal Due Date: Close of Business, Thursday, January 26, 2023
Commodity Code: 97165, 97130 and 96234
Issuing Agency: Commonwealth of Virginia Department of Health
Office of Emergency Preparedness
109 Governor Street

Initial Period of Contract: From Date of Award through December 31, 2023

All Inquiries for Information Should be directed to: aaron.kesecker@vdh.virginia.gov. No questions will be answered by phone or verbally.

The undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal and terms and conditions or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Virginia Contractor License No. _____ *DSBSD-certified Small Business No. _____
Class: _____ Specialty Codes: _____
Name and Address of Firm: _____ Date: _____
_____ By: _____
_____ (Signature in Ink)
_____ Zip Code: _____ Name: _____
_____ (Please Print)
eVA Vendor ID or DUNS number# _____ Title: _____
E-mail Address _____
Telephone Number: (____) _____ Fax Number: (____) _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made.

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I. PURPOSE:

The purpose is to establish a contract for the lease-purchase of an all-inclusive package conference center and hotel/motel accommodations by the PURCHASING AGENT, which is the Virginia Department of Health, Office of Emergency Preparedness (OEP), an agency of the Commonwealth of Virginia.

II. STATEMENT OF NEEDS:

Meeting space and accommodations for Virginia Public Health Preparedness Summit and Virginia Epidemiology Seminar.

A. REQUIRED DATES:

Four-day event to take place on any 4 weekdays preferably Tuesday-Wednesday-Thursday-Friday but will consider Monday-Tuesday-Wednesday-Thursday options. No weekend dates.

Offeror's proposal must explain their abilities to meet the needs fully, partially or not at all for all requirements listed in this solicitation.

Preferred Timeframes:

Four-day event to take place on any 4 weekdays preferably Tuesday-Wednesday-Thursday but will consider Tuesday-Wednesday-Thursday-Friday options. No weekend dates.

Preferred Timeframes:

- Last three weeks of September 2023
 - o Exception: Yom Kippur September 25, 2023
- Entire month of October 2023
 - o Exception: Monday, October 9, 2023 (State Holiday)
 - o Exception: Week of October 30-Nov 3, (State Public Health Accreditation Period)
- First two weeks of November 2023
 - Exception: Nov 1-3 As noted above
 - Or other noted State/federal holiday

B. FACILITY NEEDS:

- o Location is flexible based on space availability
- o Adequate parking must be available for attendees staying at the hotel, and those commuting for the day. Free parking preferred.
- o Virginia Green Facility preferred.

C. REQUIREMENTS:

Day One:

- Meeting would begin between 10:00 a.m. and 1:00 p.m.
- Multiple Afternoon general sessions to accommodate between 350-550 people in general session(s) (prefer tables, but theater okay)
- Afternoon – 8-10 breakout rooms that seat 50-100 each (prefer tables, but theater okay) or general session potentially, TBD
- Request at least two ice water stations in each meeting room (breakout), multiple Ice water stations in General Session Room.
- Four registration tables with four chairs and a trash can set up in a convenient and appropriate location.
- Secure space to store supplies/equipment.
- Conference organizers should have access to space by 8:00 a.m.
- Hardwired or other Internet capability with sufficient bandwidth to accommodate streaming

- **Please include proximity to food for purchase (in-venue and/or nearby) in your response.**
- Secure room for equipment storage
- Secure location for Breastfeeding Mothers
- Afternoon Break within State Per Diem

Day Two:

- a. All-day meeting
- b. Breakfast options for purchase or breakfast service within state per diem
- c. “Grab and Go” options for purchase (snacks, beverages, breakfast items etc.)-Individuals on their own.
- d. Morning 8:00 a.m. -noon potential general session for 350-550 people and 8-10 breakout rooms that seat 50-100 people each (prefer tables, but theater okay)
- e. Lunch 12:00pm-1:00pm, Boxed Lunch with drink at State Per Diem with Vegetarian, Vegan and Gluten Free considerations.
- f. Afternoon – 8-10 breakout rooms that seat 50-100 people each (prefer tables, but theater okay)
- g. Request ice water stations in all meeting rooms
- h. Four registration tables with four chairs and a trash can set up in a convenient and appropriate location.
- i. Possibly Hardwired or other Internet capability with sufficient bandwidth to accommodate streaming
- j. Secure room for equipment storage
- k. Secure location for Breastfeeding Mothers
- l. Afternoon Break within State Per Diem

Day Three:

- a. All-day meeting
- b. Breakfast options for purchase or breakfast service within state per diem
- c. “Grab and Go” options for purchase (snacks, beverages, breakfast items etc.)-Individuals on their own.
- d. Morning 8:00 a.m. -noon general session or 8-10 breakout rooms that seat 50-100 people each (prefer tables, but theater okay)
- e. Lunch 12:00pm-1:00pm, Boxed Lunch with drink at State Per Diem with Vegetarian, Vegan and Gluten Free considerations.
- f. Afternoon – 8-10 breakout rooms that seat 50-100 people each (prefer tables, but theater okay)
- g. Request ice water stations in all meeting rooms
- h. Four registration tables with four chairs and a trash can set up in a convenient and appropriate location.
- i. Hardwired or other Internet capability with sufficient bandwidth to accommodate streaming
- j. Secure room for equipment storage
- k. Secure location for Breastfeeding Mothers
- l. Afternoon Break within State Per Diem

Day Four:

- a. Breakfast options for purchase or breakfast service within state per diem or grab and go for individual’s own their own.
- b. Half day, post conference meeting 150-250 people in a general session and two to three breakout rooms to accommodate 50 per room.

- c. Lunch 12:00pm-1:00pm, Boxed Lunch with drink at State Per Diem with Vegetarian, Vegan and Gluten Free considerations.
- d. Request ice water stations in all meeting rooms
- e. Two registration tables with four chairs and a trash can set up in a convenient and appropriate location.
- f. “Grab and Go” options for purchase (snacks, beverages, breakfast and lunch options, etc.)
- g. *Hardwired or other Internet capability with sufficient bandwidth to accommodate streaming*

Coffee

Complimentary morning coffee preferred for Day 2, Day 3 and 4.

Meals

Breakfast options (including for service) on day 2, 3 and 4

Lunch options at state per Diem preferred on Day 2, day 3 and 4.

Prefer the facility to provide our participants meals/food/beverages they can purchase for breakfast and breaks on all three days. Availability of lunch for purchase at or near the venue on Day 3. ***Please include proximity to food for purchase (in-venue and/or nearby) in your response.***

Audio-visual Needs

- We require a podium, a wireless handheld microphone and a lavalier or podium microphone, AV cart and screen for all meeting days in each of the general session meeting rooms.
- General session room on day 4 will need hard wired internet, and possibly on the other 2 days. We will supply our own computer and LCD projectors.
- AV needs for breakout rooms are to be determined. Free Wi-Fi for meeting attendees preferred.
- All rooms should have sufficient electrical outlets to accommodate attendee laptops for working sessions.
- Submitter should provide AV and IT contacts to be used for troubleshooting during the event.

D. LODGING

1. We require the following sleeping rooms per night with an adequate number of non-smoking rooms, provided at the state per-diem rate with an option to increase rooms if needed.
2. Hotels in Richmond/Fredericksburg area: Arrival night- 25 rooms, Day/night 1 – 300 rooms, Day/night 2 – 350 rooms, Day/night 3 – 200 rooms.
3. Hotels outside of Richmond area: Arrival night-50 rooms, Day/night 1 – 300 rooms, Day/night 2 – 125-150 rooms, Day/night 3 – 100-125 rooms.
4. Room Rates including taxes and surcharges shall not exceed the rates established in state travel regulations. All lodging rates are governed by the US General Services Administration (GSA) rates.
https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=VA&fiscal_year=2021&zip=&city=
5. The agency will be direct-billed for all overnight lodging rooms for staff including early check-in and late check-out. The agency will provide a list of those individuals attending each meeting. The agency shall be responsible only for room costs and applicable taxes and surcharges; any incidental charges will be paid by the individual guest before check-out.
6. Other attendees, (if any) shall be responsible for their own lodging, taxes and incidental charges.
7. ***If total rooms are not available onsite, please provide additional lodging options in close proximity or partnerships with other hotels to fulfill this request.***
8. Reservations will be made by individuals

E. MEALS

- Breakfast options (including for service) on day 2, 3 and 4.
- Boxed Lunch options at state per diem preferred on Day 1 and Day 2 and day 3.
- Prefer the facility to provide our participants meals/food/beverages they can purchase for breakfast and breaks on all three days.
- Availability of lunch for purchase at or near the venue on Day 3.
- *Please include proximity to food for purchase (in-venue and/or nearby) in your response*
- *Please include menus with government per diem with your submission.*

F. BREAK SERVICE

1. Continuous break service set up is required.
2. Complimentary morning coffee for Day 2, Day 3 and 4.

G. AUDIO-VISUAL AND OTHER EQUIPMENT NEEDS

1. Podium, wireless handheld microphone and a lavalier or podium microphone, AV cart and screen for all meeting days in each of the general session meeting rooms.
2. General session room on day 4 will need hard wired internet, and possibly on the other 2 days. We will supply our own computer and LCD projectors.
3. AV needs for breakout rooms are to be determined. Free Wi-Fi for meeting attendees preferred.
4. All rooms must have sufficient electrical outlets to accommodate attendee laptops for working sessions.
5. Must provide AV and IT contacts to be used for troubleshooting during the event.

H. Parking

Adequate parking must be available for attendees staying at the hotel, and those commuting for the day. Free parking preferred. Please include parking fees (if applicable) with submission.

III. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that the Virginia Department of Health may properly evaluate your capabilities to provide the required goods/services. Offerors must submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Completed Offeror Data Sheet (**Attachment A**). The Offeror Data Sheet should include VDH if the Offeror has held a contract with VDH within the past three years.
3. Fill out Virginia State Corporation Commission (SCC) Registration information (**Attachment B**).
4. Fill in Pricing Schedule-(**Attachment C**)
5. Proposal must state if facility is **Virginia Green** certified and provide certificate.
6. Proposal must state if vendor is **SWaM** certified and provide DSBSD certification number.

IV. EVALUATION AND AWARD CRITERIA

- A. EVALUATION CRITERIA: “Proposals shall be evaluated by the (Department of Health, (add department name)) using the following criteria:”

POINT

<u>FOR SERVICES</u>	<u>VALUE</u>
1. Location, adequate meeting facilities	35
2. Lodging & Catering Services	35
3. Price	20
4. Virginia Green Facilities	10

TOTAL

100

B. AWARD OF CONTRACT: see **Special Terms and Conditions VI. B**

V. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "I Sell to Virginia".
- B. **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION**: By submitting their 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 sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Applicable for all contracts over \$10,000:

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

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

H. **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.

I. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to

pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- J. 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.
- K. QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (offeror) to perform the services/furnish the goods and the (offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (offeror's) physical facilities prior to award to satisfy questions regarding the (offeror's) capabilities. The Commonwealth further reserves the right to reject any (proposal) if the evidence submitted by, or investigations of, such (offeror) fails to satisfy the Commonwealth that such (offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- L. 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.
- M. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- N. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred

as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- O. 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 terminate this contract and procure all goods and/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 which the Commonwealth may have.
- P. 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.

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.

- Q. INSURANCE:** all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. By signing and submitting a bid or proposal under this solicitation, the bidder or 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 bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

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

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

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

- S. NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

T. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:

The eVA Internet electronic procurement solution, web site 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 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:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

- U. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- V. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state bid/offer prices in US dollars.
- 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.
- X. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

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

VI. **SPECIAL TERMS AND CONDITIONS:**

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is

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

- B. AWARD:** Selection shall be made of two or more DSBSD-certified micro business 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, provided that the price proposal is up to and including \$10,000. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one DSBSD-certified micro business offeror is fully qualified, or that one such offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. Any award to a DSBSD-certified micro business offeror pursuant to the above process may be made only if the price as negotiated remains under \$10,000. 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. If the agency in its sole discretion determines that the above criteria for limiting the negotiation to micro businesses are not present, the agency shall follow the same process as specified above, but restricting the negotiation instead to DSBSD-certified small business offerors, provided that the price proposal is not more than \$100,000. If the agency determines that the above criteria for limiting the negotiation to small businesses are not present, the agency shall follow the same process as specified above, but without restricting the negotiation to small or micro business offerors.
- C. CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. ORDERS AND CONTRACTS:** The solicitation/contract will result in one purchase order with the applicable eVA transaction fee assessed for each order.
- Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.
- E. 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. QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- G. REFERENCES:** Offerors shall provide a list of at least 4 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing

address, the name of the contact person and telephone number. Offerors shall complete **Attachment A. Offeror Data Sheet**.

- H. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 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. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
- J. E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
- K. EMERGENCY EVENT PRICING:**
- a. Subsection (b) below shall take effect if 1) the Commonwealth or the federal government declares a state of emergency affecting the area where the venue is located within 5 days of the event, or 2) if state or local government offices are closed on an emergency basis in the area in which the venue is located within 5 days of the event:
 - b. If an event described in subsection (a) occurs, the Commonwealth may cancel any number of hotel reservations, conference reservations, and any amount of food and beverage services for the event or all reservations and all food and beverage services. In that event, the Commonwealth shall pay Contractor 1% of the contract price of those reservations and services as listed below;
 - i. 1% of the catering revenue based on the difference between the attendees anticipated and the number of attendees fully paid for
 - ii. 1% of the difference in revenues between the lodgers anticipated and the number of lodgers fully paid for
 - iii. 1% of the venue rental fees
 - c. These limits include any applicable taxes and service charges. No other cancellation policy or liability shall be effective if the Commonwealth exercises this option.

L. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for (60) days. At the end of the 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.

M. **CONTINUITY OF SERVICES:**

a.)The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

- (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
- (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

(b)The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

(c.)The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work

VII. **METHOD OF PAYMENT:** The Contractor will be paid monthly in arrears for services rendered upon receipt of a valid invoice by the Department. Department will pay the Contractor for actual expenditures as a result of services performed under the terms of this Agreement, consistent with approved budget. A valid invoice shall be submitted to the Department by the tenth (or designated date) of the month following the month of service. Payment will be made in accordance with the Prompt Payment Act of Virginia by check or SPCC.

All copies of the invoice shall be forwarded directly to:

Shared Business Services
ATTN: INVOICES
109 Governor Street
Richmond, Virginia 23219
sbs-publiclth-invoices@vdh.virginia.gov

For valid invoices equal to or less than \$10,000, payment may be made using the Commonwealth of Virginia's Small Purchase Charge Card (SPCC). The SPCC currently used is a VISA card issued through Bank of America. Vendors are encouraged, but not currently required, to complete any changes to their eVA registration that would enable them to receive these types of payments electronically.

All invoices from the Contractor shall identify, at a minimum, the following:

- a. Contract Number
- b. Invoice Date
- c. Services Date
- d. Detailed Description of Service
- e. Quantity
- f. Unit Price
- g. Total Cost

VIII. ATTACHMENTS

Attachment A – Offeror Data Sheet

Attachment B – State Corporation Commission Form

Attachment C – Pricing Schedule

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 result in a lower score.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Vendor's Primary Contact:
Name: _____ Phone: _____
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months
4. Vendor Information:
eVA Vendor ID or DUNS Number: _____
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.
 - A. Company: _____ Contact: _____
Phone :(_____) _____ Email Address _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - B. Company _____ Contact: _____
Phone :(_____) _____ Email Address _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - C. Company: _____ Contact: _____
Phone :(_____) _____ Email Address _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - D. Company: _____ Contact: _____
Phone :(_____) _____ Email Address _____
Project: _____
Dates of Service:-- _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT B - State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The offeror:

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

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

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

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

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

**ATTACHMENT C
PRICING SCHEDULE**

The Contractor agrees to supply the goods and services requested at the following prices. Unit prices extensions and grand totals should be shown. In case of an arithmetic error, unit prices will govern. **All service and setup charges should be included in proposed prices.** State per diem rates must be followed for all prices. Offeror must attach proposed menu(s) that specifically support the proposed cost.

DESCRIPTION	UNIT PRICE/COST	EXTENDED PRICE/COST
Overnight Lodging – (per night):		
• Room	\$ _____ per night	\$ _____
Catering and Banquet Services:		
	\$ _____ per person per day per setup	\$ _____
• Continental Breakfast Breads/Beverage Setup		
	\$ _____ per person per day per setup	\$ _____
• Mid-morning Beverage Station/Break Setups		
	\$ _____ per person per day per setup	\$ _____
• Mid-afternoon Beverage Station/Break Setups		
	\$ _____ per person per day per setup	\$ _____
• Luncheon		
○ Meetings Paid by Purchasing Agent	\$ _____ per person/meal	\$ _____
Meeting Rooms: (Describe meeting rooms by size, type or other methodology)	(Describe unit price and cost methodology)	
• Room (describe)	\$ _____ per (describe)	\$ _____
• Room (describe)	\$ _____ per (describe)	\$ _____
AV	\$ _____ per (describe)	\$ _____
Other Costs/Categories (list):		
• Tax, gratuity and other fees (if not included in pricing)	\$ _____ per (describe)	\$ _____
• (describe)		
TOTAL ESTIMATE	\$ _____	\$ _____ per (describe)