



I. PURPOSE:

The purpose of this Request For Proposals (RFP) is to solicit proposals to establish a contract through competitive negotiation to provide Conference Facility, Lodging and related services to the Department of Human Resource Management's (DHRM) Human Resources Leadership Conference 2004. Related services are to include meals, break refreshments, break out rooms and other services as defined for approximately 500 people.

II. BACKGROUND

The Department of Human Resource Management's Human Resources Leadership Conference is designed to enhance the knowledge of state government officials concerning effective and efficient human resource management practices. Due to the desire of agencies to remain current concerning "best practices", the conference is a regular event.

III. STATEMENT OF NEEDS:

- A. The Contractor shall make available a conference facility utilizing various room configurations for approximately 500 people for three consecutive business days for the desired dates of December 8, 9 and 10, 2004.
1. The conference facility should be able to simultaneously break out into a minimum of 10 separate meeting rooms with capacities of 40 people each in classroom style.
  2. The meeting rooms shall be reasonably free from distractions, contain trash receptacles and have good lighting and ventilation. Each meeting room shall have as a minimum a head table consisting of two 6' tables with tablecloths and at least 3 chairs per table
  3. The meeting rooms shall be secured each evening so that conference materials and equipment may be left undisturbed overnight. Meeting rooms may not be used by any other group during the conference.
  4. The Contractor shall provide an amphitheater or similar facility as one of the meeting rooms with a capacity for at least 100 people arranged in classroom style.
    - a. The Contractor shall provide one room in the vicinity of the meeting rooms designed for use by the operations/support staff. This room shall be available 24 hours per day and equipped with a modular jack/telephone.
    - b. The Contractor shall provide a registration/information area in a central location for conference check-in and material distribution. A

minimum of 18' of tabletop surface will be needed and at least six chairs. A telephone shall be provided at this table for the exclusive use of the purchasing agency.

- c. The Contractor shall provide a room with a minimum seating capacity of 500 people for several general assembly sessions and for meals. This room should have seating capacity of 500 with risers, podium and two screens, a PC and PC projector.
3. The Contractor shall provide a resource/vendor exhibit room during the hours of 8:00 A.M. to 6:00 P.M. daily. The resource room will be used for approximately six display units and should be locked to secure contents overnight.
  4. Accommodations
    - a. It is anticipated that it will be necessary for the facility to have lodging capabilities of approximately 300 sleeping rooms in singles, doubles or other combinations in contiguous buildings.
    - b. The Contractor shall make arrangements for lodging with a secondary facility, at the same rates, in the event the Contractor's facility reaches capacity. In this event, the Contractor shall establish the reservation with the secondary facility and inform the registrant of this change.
    - c. The Contractor shall charge for occupied rooms only.
    - d. The Contractor shall be responsible for insuring that all sleeping room reservations are made from reservation forms provided by the DHRM to participants.
    - e. Elevator access is required to all sleeping rooms and all other necessary requirements pursuant to the guidelines established in the Americans With Disabilities Act.
    - f. The Contractor shall provide the Purchasing Agency a list of registered guests upon request.
    - g. The Contractor shall provide direct billing to the participant's individual agency if requested in writing from the particular agency. If direct billing is not requested by participants, the Contractor should require payment from each individual. NO long distance telephone calls, room service, movies or alcoholic beverages shall be direct billed to any agency. These types of charges are individual participant's responsibility.

- h. The Contractor shall allow late check out, approximately 1:00 p.m., on the last day of the conference. The conference is scheduled to end at noon.

B. Catering Services:

1. The Contractor shall provide break refreshments for approximately 500 people an estimated five times during the contract period with times and selections made by the purchasing agency.
2. The Contractor shall provide meals for approximately 500 people with times, types and menus mutually agreed upon by the contractor and agency. The Conference will provide at least two lunches and one dinner. Vegetarian meals and other special dietary requests shall be available with minimum notice at no additional cost.
3. At least one reception for approximately 500 people may be conducted during the contract period. The contractor should provide a room with sufficient number of cash bars to minimize lines. The purchasing agency will select the times and menus to be provided. All costs associated with the cash bars must be paid by proceeds of the sales directly to the participants and not included in the cost of the contract to the Commonwealth.
4. The Contractor shall provide ice water and glasses in each meeting room. The head table shall be provided with a minimum of one pitcher of water and at least three glasses. Pitchers of water and glasses for participants should be placed on each table or a separate table if the room is set up theatre style. The pitches of water should be refreshed several times during the day.
5. The cost of meals should not exceed the State per diem (inclusive of taxes) for the geographical area in which the conference is held. See Appendix 3 for State Travel Regulations.

C. Audio/Visual Equipment

1. The Contractor shall have the ability to provide at least the following equipment in each meeting room:
  - a. A public address system and podium with lapel microphones available at the agency's discretion.
  - b. A multi media projector.
  - c. Overhead projector appropriate to the size of the room.
  - d. A projection screen

- e. A flip chart on easel with markers
- f. An easel (out side of room for sign provided by the agency)
- g. Telephone line or voice or data communication (telephone lines for computer access dial up or internet use) with all power cords.
- h. All equipment should be in good working condition and the Contractor shall inspect it each day to insure reliability. The contractor should maintain back up equipment available to substitute in case of failure within 10 minutes of notification.

Other equipment such as a television, VCR, LCD panel or high intensity overhead projector may be needed.

#### IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

##### A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered for selection, Offerors should submit a complete response to this RFP. It is desired that one original and five copies of each proposal be submitted to the Issuing Agency. The Offeror shall make no other distribution of the proposals.
2. Proposal Preparation:
  - a. An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested might result in the Issuing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by law or regulations or are such that they cannot be waived and are not subject to negotiation.
  - b. All information requested by this RFP on the ownership, utilization and planned involvement of small businesses; women-owned businesses and minority-owned businesses must be submitted. If an offeror fails to submit all information requested, the Issuing Agency may require prompt submission of missing information after the receipt of the proposal.
  - c. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

- d. Proposal should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- e. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted within the proposal should be bound in that single volume.
- f. Ownership of all data, material and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 11-52D of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

B. **SPECIFIC REQUIREMENTS:** Proposals should be as thorough and detailed as possible so that the Department of Human Resource Management (DHRM) may properly evaluate your capabilities to provide the required services. Offerors are requested to submit the following items as a complete proposal:

- 1. The return of the cover page to this RFP, Exhibit One and all subsequent addenda, if applicable, signed and filled out as required.

2. A written narrative statement describing your facility, service proposed and manner in which the services, as described in the Statement of Needs, will be provided. The narrative statement should specifically address the following:
  - a. Conference Facility
    - 1) Availability of desired dates
    - 2) Location of facility with information on its accessibility to major highways and proximity to points of interests.
    - 3) Information pertaining to all features and amenities offered by the facility, a description of the facility premises, a description of the proximity of the restaurant and lounge to the sleeping rooms, information on security features of the facility including a description of any security patrol guards utilized and age of the facility. Describe meeting rooms, including the amphitheater, pertaining to lighting, ventilation and type of distractions that may be present in each room.
    - 4) Travel/hotel AAA/Mobile or other ratings received.
    - 5) Number of meeting rooms, availability and configuration.
    - 6) Availability of audio visual equipment per meeting room as required and source of this equipment.
    - 7) Availability and capacity of amphitheater or equivalent.
    - 8) Reception capacity including the number of cash bars proposed.
    - 9) Description of the rooms to be provided for the banquet/ dinner, meetings, amphitheater, resource and operations/support staff.
    - 10) Parking availability and related costs to guests or commuters from surrounding area. Indicate the total number of parking spaces available at your facility.
    - 11) State if Contractor has booked any other conferences during the same time period proposed for the Human Resources Leadership Conference 2004. If so state your ability to handle simultaneous conferences and meet the requirements as stated in this RFP.

12) Accessibility pursuant to the guidelines established in the Americans With Disabilities Act.

b. Accommodations

- 1) Describe lodging rooms available listing the number of singles, doubles or other combinations that will be made available. State if elevator access is available to all sleeping rooms.
- 2) Describe hotel registration, checkout and billing procedures, providing information on how these procedures can be expedited to alleviate waiting time for conference attendees. State if late checkout is available for Friday as requested in the statement of needs.
- 3) Describe type of accommodation for an additional person occupying a room, pull-out sleep sofas, roll-away bed, etc.
- 4) Describe size of sleeping rooms, how the rooms are generally furnished and the proximity to the restaurant and/or lounge.
- 5) Cancellation policy (notice of number of days prior to event)
- 6) Accessibility and accommodations pursuant to the guidelines established in the Americans With Disabilities Act.

c. Catering Services:

- 1) Provide various menus for meal selection. Indicate the variety, quantity and proposed prices.
- 2) Indicate ability to met special dietary requirements, amount of advance notice required and to whom these requests should be made.
- 3) Provide various selections for refreshments/snacks for breaks. Indicate variety, quantity and proposed prices.
- 4) Indicate the number of fully trained wait staff that will be assigned for this engagement.
- 5) Provide portion size for entrée selection for breakfast, lunch and dinner meal service.
- 6) Describe restaurant facilities that are available on the premises.

7) Indicate the minimum amount of advance notice required, in days, for the Purchasing Agency to confirm dinner meal selections (numbers/types).

8) Ratio of trained unit staff assigned for this conference.

d. Audio Visual Equipment:

Provide a list of all equipment offered and the Offeror's plan to meet the equipment requirements described in the Statement of Needs.

e. Proposed Pricing

Provide pricing for sleeping rooms, break snacks and, meals. See appendix 2.

f. Invoice Statement

Provide a preliminary statement for review by the Purchasing Agency and the Contractor by the last day of the conference.

#### C. PARTICIPATION OF SMALL, WOMEN, AND MINORITY OWNED BUSINESSES

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in state procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract are required. By submitting a proposal, offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in rejection of the proposal.

All information requested by this RFP on the ownership, utilization, and planned involvement of small businesses, women owned businesses, and minority owned businesses must be submitted. If an offeror fails to submit all information requested, the purchasing agency will require prompt submission of missing information after the receipt of vendor proposals in order for a non-compliant proposal to be considered.

V. EVALUATION AND AWARD CRITERIA:

A. EVALUATION CRITERIA: Proposals shall be evaluated using the following criteria:

- |  |     |
|--|-----|
| 1. Suitability of Facility   | 30% |
| 2. Adequacy of Services Offered  | 30% |
| 3. Price   | 35% |
| 4. Proposed participation of Small,<br>Women and Minority Owned business | 5%  |

B. AWARD:

The Department shall select two or more Offerors deemed to be fully qualified and best suited among those Offerors submitting proposals, unless the Department has made a determination in writing that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration. The selection of Offerors will be based on the evaluation factors included in this RFP. Negotiations shall be conducted with the selected Offeror(s). Price shall be considered when selecting finalists for negotiation, but shall not be the sole determining factor.

After negotiations have been conducted with each selected Offeror, the Department shall select the Offeror, which, in its opinion, has made the best proposal. The Department shall award the contract to that Offeror. The Department may cancel this RFP, or reject proposals at any time prior to an award. The Department is not required to furnish a statement of the reason why a particular Offeror was not deemed to have made the best proposal (Section 2.2-4359, Code of Virginia).

Should the Department determine in writing, and in its sole discretion, that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The contract will incorporate by reference all the requirements, terms and conditions of this RFP and the Contractor's proposal, except as either or both may be amended through negotiation. All statements and representations, written or verbal, relating to the award of this and renewal contracts must be construed to be consistent with the following submission instructions.

VI. REPORTING AND DELIVERY REQUIREMENTS:

REPORTS

UTILIZATION OF SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

1. Periodic Progress Reports/Invoices. Within sixty days of each six months' operation under this contract, disclose the actual dollars contracted to be spent to-date with such businesses, and the total dollars planned to be contracted with such businesses on this contract. This information shall be provided separately for small businesses, women-owned businesses and minority-owned businesses.
2. Final Actual Involvement Report: The contractor will submit, prior to completion of the contract and prior to final payment, a report on the actual dollars spent with small businesses, women-owned and minority-owned businesses during the performance of this contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value. A suggested format is as follows:

Business Class: Small, Women-Owned or Minority-Owned

<u>FIRM NAME, ADDRESS AND PHONE NUMBER</u>	<u>TYPE GOODS/ SERVICES</u>	<u>ACTUAL DOLLARS</u>	<u>PLANNED DOLLARS</u>	<u>%OF TOTAL CONTRACT</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTALS FOR BUSINESS CLASS		_____	_____	_____

VII. GENERAL TERMS AND CONDITIONS:

- A. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official State form provided for that purpose may be cause for rejection of the proposal. Modification of or additions to the 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 or not to reject such a proposal.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the law of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws 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 Section 2.2-4311 of the Virginia Public Procurement Act.

In every contract over \$10,000.00 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 or disabilities, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor exists. 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.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000.00, 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: By submitting their proposals, the 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 proposals, Offerors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia.
- G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the statement of needs 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 TO THE SUBCONTRACTORS: 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 agencies and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

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 b. 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.

- J. PRECEDENCE OF TERMS: Except for paragraphs A through J of the General Terms and Conditions, which shall apply in all instances, in the event there is a conflict between the General Terms and Conditions and any Special Terms and Conditions used in a particular procurement, the Special Terms and Conditions shall apply.
- K. INVOICES: Invoices for services rendered and accepted shall be submitted by the Contractor directly to either TRS/DRM or DHRM/OWC for services provided respectively. All invoices shall show the state contract number and/or purchase order number, to whom services provided, and a summary of the services provided.
- 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 work/furnish the item(s) 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 complete the work/furnish the item(s) contemplated therein.
- 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: The parties may agree in writing to notify 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.
- 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 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.

P. PROMPT PAYMENT OF BILLS: (Sections 2.2-4347 through 2.2-4353, Code of Virginia)

1. Every State agency that acquires services or conducts any other type of contractual business with non-governmental, privately owned enterprises shall promptly pay for the completed services by the required payment date.
2. Definitions – As used in this paragraph, unless the context clearly shows otherwise, the term or phrase:
  - a. “Payment date” means either (1) the date on which payment is due under the terms of a contract for provision of goods or services, or (2) if such date has not been established by contract, thirty days after receipt of a proper invoice for the amount of payment due, or thirty days after the receipt of services, whichever is later.
  - b. “State agency” means any authority, board, department, instrumentality, agency or other unit of State government.
3. Separate payment dates – Separate payment dates may be specified for contracts under which services are provided in a series of partial executions to the extent that such contract provides for separate payment for such partial execution.
4. Defect or impropriety in the invoice or services received – In instances where there is a defect or impropriety in an invoice for services received, the State agency shall notify the Contractor of the defect or impropriety within fifteen days if such defect or impropriety would prevent payment by the payment date.
5. Date of postmark is deemed to be the date payment is made – In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
6. The payment date for items in disagreement shall be 30 days after the resolution of such disagreement.

Q. OPEN RECORDS:

1. Procurement proceedings, records, contracts and orders are public records, open to the inspection of any citizen or any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act. Cost estimates relating to a proposed procurement transaction prepared by or for a State agency shall not be open to public inspection (Section 2.2-4342, Code of Virginia).

2. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed, but prior to award except in the event that the public body decides not to accept any of the proposals and to reopen the contract.
  3. Despite the proceeding restrictions as to when Offerors and the general public may inspect proposal records, the identity of Offerors submitting proposals in the competitive negotiation process may be disclosed.
  4. Any inspection of records under this paragraph shall be subject to reasonable restrictions to ensure the security and integrity of the records (Section 2.2-4342, Code of Virginia).
  5. A procuring agency may make reasonable charges for the copying and search time expended in the supplying of a public request for procurement records. The charge shall not exceed the actual cost the procuring agency of supplying such records. Upon the request the procuring agency will furnish in advance an estimate of the charges for supplying procurement records (Section 2.1-342, Code of Virginia).
- R. CANCELLING OR AMENDING A SOLICITATION: The State may cancel or withdraw a solicitation in whole or in part and reject any and all proposals at any time prior to an award (Section 2.2-4319, Code of Virginia).
- S. POSTAGE: All proposals should be weighed and the postage verified before mailing. The U.S. Postal Service does not deliver or return unstamped mail. Postage due mail may be delivered, but the State will not assume the responsibility for paying the amount due and may return or refuse mail.
- T. PROTEST OF AWARD OR DECISION TO AWARD: Any Offeror submitting a proposal in response to a solicitation may protest the award or decision to award a contract by submitting such protest in writing no later than ten days after the award is made or the notice of intent to award is posted, whichever occurs first. The written protest must be received in the purchasing office no later than 5:00 p.m. on the tenth day. If the tenth day falls on a weekend or an official State holiday, the ten-day period expires on the next regular work day. The protest shall include the specific basis for the protest and the relief sought. The head of the purchasing office concerned shall issue a decision in writing within ten days stating the reason for the action taken. This decision shall be final unless the Offeror appeals within ten days of the written decision by invoking the agencies' appeals procedure, or institutes legal action as provided in Section 2.2-4364, Code of Virginia. If the protest of any Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such Offeror, or at such later

time as provided in this section. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror.

- U. **TERMINATION FOR CONVENIENCE OF THE COMMONWEALTH:** A purchase order or contract may be terminated for the convenience of the Commonwealth by delivering to the Contractor a notice of termination specifying the extent to which performance under the purchase order or contract is terminated, and the date of termination. After receipt of a notice of termination, the Contractor must stop all work under the purchase order or contract on the date and to the extent specified. Within 120 days after receipt of the notice of termination, or such longer period as the State for good cause may allow, the Contractor must submit any termination claim. This claim will be in a form and with certifications prescribed by the purchasing office that issued the purchase order. The claim will be reviewed and forwarded with the appropriate recommendations to the requisitioning agency and/or the appropriate assistant attorney general for disposition in accordance with Section 2.1-127 of the Code of Virginia.
  
- V. **CLAIMS:** Contractual claims whether for money or other relief shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim must be given at the time of occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

A Contractor may not institute legal action prior to receipt of the purchasing office's decision on the claim unless that office fails to render such decision within thirty days. The decision of the purchasing office shall be final and conclusive unless the Contractor, within six months of the date of the final decision on the claim, institutes legal action as provided in Section 2.2-4364, Code of Virginia.

- W. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the issuing agency will publicly post such notice on the Issuing Agency's web site for a minimum of 10 days.
  
- X. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

VIII. INSURANCE COVERAGES AND LIMITS REQUIRED:

- A. Worker's Compensation – Statutory requirements and benefits.
- B. Employers Liability – \$100,000.
- C. Commercial General Liability – \$500,000 combined single limit . Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured with respect to the services being procured.

IX. SPECIAL TERMS AND CONDITIONS:

- A. ADVERTISING: In the event a contract is awarded for services resulting from this RFP, no indication of such services to TRS/DRM, DHRM/OWC, or the Commonwealth of Virginia or any of it's agencies will be used in any advertising. The Contractor shall not state in any advertising literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its services.
- B. AUDIT: The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Each agency, it's authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- C. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agencies shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- F. RENEWAL OF CONTRACT: The initial term of this contract is one year. The contract may be renewed by the Commonwealth for a successive one-year period under the terms and conditions of the original contract. The price may be adjusted for the successive period by written request of the contractor.

X. METHOD OF PAYMENT AND BILLING:

The standard form of payment utilized by the Commonwealth is by EDI (See Appendix 1 for description). Unless a different method is agreed upon through negotiations, the contractor must complete the EDI agreements required by the Department of Accounts.

Invoices shall be submitted to the Purchasing Agency as indicated below:

Department of Human Resource Management  
101 North 14th Street, 12th Floor  
Richmond, VA 23219

## Appendix 1

### **ELECTRONIC DATA EXCHANGE (EDI)**

Financial Electronic Data Interchange Guide (EDI). Also found on Web location below, please note you will need Adobe Acrobat Reader Software to view this document.

<http://www.doa.state.va.us/procedures/GeneralAccounting/EDI/tradingpartnerguide.pdf>

## **Appendix 2**

### **Pricing Schedule**

**List proposed pricing for requested services.**

### Appendix 3

Refer to the web address below.

<http://www.doa.state.va.us/procedures/AdminServices/capp/summary.htm>

On that page, click on #20335 as shown below

[20335JULY12004 <pdfdocs/20335REV0701042.pdf>](#) State Travel Regulations

## Exhibit One

### PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS

#### BY

### SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information required by one or more of the three categories of businesses contained in this Appendix as applicable to your firm: (1) Participation by Small Businesses; (2) Participation by Businesses Owned by Women; and (3) Participation by Businesses Owned by Minorities.

#### DEFINITIONS

**Period** is the specified 12-month period for which the information provided in this list is applicable and valid. The period will be specified as month and year.

**Firm Name, Address and Phone Number** is the name, address and business phone number of the small business, women-owned business or minority-owned business with which the offeror has contracted or done business over the specified period or plans to involve on this contract, as applicable.

**Contact Person** is the name of the individual in the specified small business, women owned business or minority-owned business who would have knowledge of the specified contracting and would be able to validate the information provided in this list.

**Type Goods or Services** is the specific goods or services the offeror has contracted for from the specified small, women-owned or minority-owned business over the specified period of time or plans to use in the performance of this contract, as applicable. The offeror will asterisk (\*) those goods and services that are in the offeror's primary business or industry.

**Dollar Amount** is the total dollar amount (in thousands of dollars) the offeror has contracted for or has done business with the listed firm during the specified period or plans to use on this contract, as applicable.

**% Total Company Expenditures for Goods and Services** is calculated by dividing the dollar amount of business conducted or contracted for with the indicated firm over the specified period by the total expenditure of the offeror over the specified period for goods and services.

**% of Total Contract** is calculated by dividing the estimated dollars planned for the indicated firm on this contract by the total offeror estimated price of this contract.











