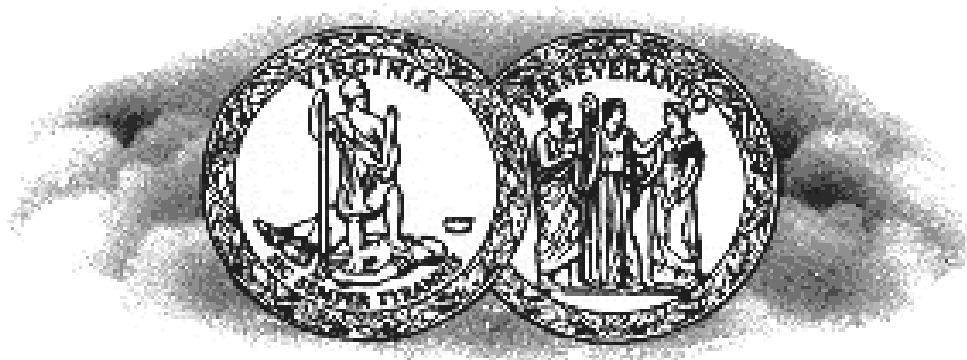


*COMMONWEALTH OF VIRGINIA*

**STATE CORPORATION COMMISSION**

**Request for Proposals #SCC-13-002-OCC**

**Cafeteria and Food Service Management**



VIRGINIA STATE CORPORATION COMMISSION  
TYLER BUILDING  
PO BOX 1197  
RICHMOND, VIRGINIA 23218-1197

Issue Date: February 4, 2013

**Sealed Proposals Shall be Received Until February 28, 2013**

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, or any other basis prohibited by state law relating to discrimination in employment.

## REQUEST FOR PROPOSALS

Issue Date: February 4, 2013 RFP #SCC-13-002-OCC

Title: Cafeteria and Food Dining Services

Commodity Code: 96138, 96219

Issuing Agency: COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION  
COMMISSION COMPTROLLER'S OFFICE  
PROCUREMENT  
1300 E. MAIN STREET  
RICHMOND, VIRGINIA 23219

Location: Tyler Building at 1300 E. Main Street

Period of Contract: From Date of Award, Initial Term of Two Years, with three one-year renewals

**Sealed Proposals Will Be Received Until 2:00 p.m., February 28, 2013 For Furnishing the Services Described Herein.**

All Inquiries for Information Should Be in Writing and Directed To: Sarah Hicks, State Corporation Commission, Phone: (804) 371-1524, fax: (804) 371-9836, or email: sarah.hicks.13002@scc.virginia.gov

**MAIL OR HAND DELIVER SEALED PROPOSALS TO:**

Sarah Hicks  
State Corporation Commission  
Office of Commission Comptroller  
Procurement Section  
1300 E. Main Street, 7<sup>th</sup> Floor  
Richmond, VA 23219

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers and Agrees to Furnish the Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

<b>Name And Address Of Firm:</b>	
_____	Date: _____
_____	By: _____
_____	(signature in ink)
_____ Zip code: _____	Name: _____
eVA Vendor ID or DUNS#: _____	(please print)
Telephone Number: ( ) _____	Title: _____
FAX No.: ( ) _____	Email: _____

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**I. PURPOSE:**

The purpose of this Request For Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation with a qualified source to provide and manage cafeteria and food management services for the State Corporation Commission (referred to in this document as “Commission” or “SCC”) at its headquarters, the Tyler Building, 1300 East Main Street, Richmond, Virginia.

**II. PROPOSAL INQUIRIES/POINT OF CONTACT:**

All inquiries concerning this RFP must be submitted in writing by email or US mail and are limited to the single-point-of-contact (SPOC) indicated below, citing the RFP title, RFP number, Page, Section, and Paragraph. To ensure timely and adequate consideration of all proposals, potential Offerors are to limit all contact, whether verbal or written, pertaining to this RFP, to the designated SPOC for the duration of the RFP process. Failure to do so will compound the complexity of this procurement program and may jeopardize further consideration of an Offeror’s proposal.

SPOC E-Mail: sarah.hicks.13002@scc.virginia.gov  
SPOC Tele #: (804) 371-1524

The SCC assumes no liability for assuring accurate/complete e-mail transmission/receipt and will not acknowledge receipt. No verbal responses will be provided.

Inquiries must be received by the SPOC no later than five (5) business days prior to the proposal due date. Questions received later than this date will not be considered properly submitted and may not be considered. The SCC intends to issue a written response via email to properly submitted questions. The SCC may consolidate and/or paraphrase questions for sufficiency and clarity. The SCC may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate.

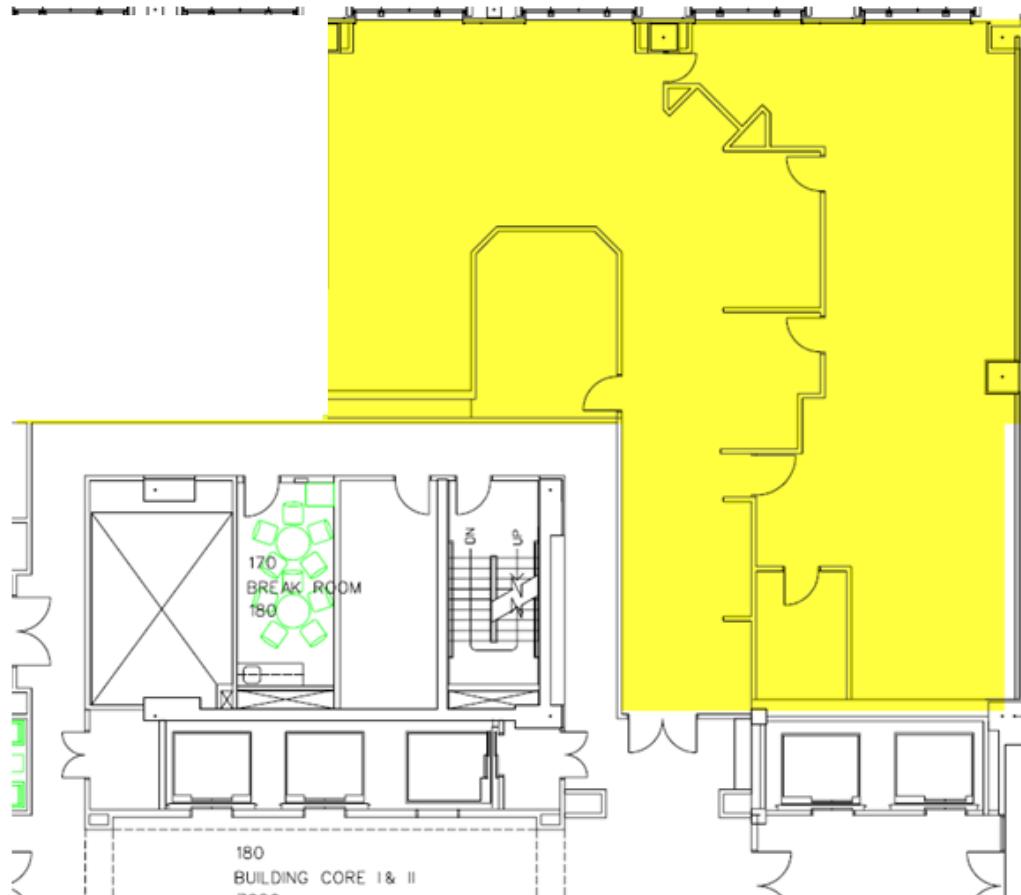
**III. BACKGROUND:**

**State Corporation Commission**

The SCC is located in the Tyler Building, at 1300 East Main Street, Richmond, Virginia. Approximately 600 employees and 100 contractors work in the Tyler Building. The Commission’s Café consists of approximately 2,865 square feet located on the 3<sup>rd</sup> Floor of the Tyler Building. Currently, the Café is open Monday through Friday from 7:00 a.m. to 2:00 p.m., except on SCC observed holidays, and features a breakfast and lunch menu. In addition, it offers a walk-up grill that prepares a limited number of items upon order and it also has a limited selection of pre-packaged sandwiches and wraps. This space includes a full service kitchen. The sit-down dining section of the current cafeteria may not be available for use under any resulting contract. Catering services are provided to SCC divisions or to other nearby

agencies who wish to provide meals, beverage service, or snacks to meeting participants in their agency.

Layout of the Café space (highlighted in yellow) available for use under any resulting contract:



The intent of this RFP is to establish an ongoing contract for a food-service operation at the Tyler Building. The type of operation the Commission seeks is a daily, light-fare breakfast and lunch (operating Monday through Friday, 7:00 a.m. to 2:00 p.m., except Commission observed holidays); this would include food such as breakfast biscuits, eggs, toast, sandwiches, hamburgers, hot dogs, soup, salad, and beverages, but not a large-scale cafeteria operation with full hot meals.

The Commission's plan under this RFP is for the selected contractor to provide the food and related services in the SCC's existing cafeteria/kitchen space, and the Commission plans to allow the contractor to use the SCC's existing utility connections (electrical outlets) without charge, and similarly plans to allow the contractor to use, without charge, the SCC's existing cooking equipment currently located in that space to the extent the contractor wishes to do so, but no other payments or provisioning by SCC is envisioned. Rather, the plan of this RFP is for the contractor to pursue its remuneration solely through menu charges to the individuals who purchase food there. The Contractor shall provide the services, including an on-site manager and staff, outlined in this RFP and any resulting contract, and the Contractor would keep any profits made from the operation.

Please note that some employees bring their lunch or eat out nearby, and there are vending machines at the location that would compete for food services provided by the Contractor.

#### **IV. GLOSSARY OF TERMS:**

The following terms and definitions apply to this RFP and any resulting contract:

**Contractor** – The term “Contractor” refers to the person/firm awarded a contract to provide the services required in this solicitation.

**Offeror** – The term “Offeror” refers to a person/firm who makes an offer by submitting a proposal in response to this solicitation.

**Shall/Must** - As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution.

**Until** – Up to the time of or before a specified time.

#### **V. OFFEROR QUALIFICATIONS:**

The offeror shall have a minimum of three (3) years in business providing the services described herein.

#### **VI. STATEMENT OF NEEDS:**

The Contractor shall furnish all management, supervision, staffing, labor, transportation, products (food and food-service supplies) and food-preparation services necessary to operate the kitchen and food service area at the Commission’s Tyler Building as described herein:

##### **A. Contractor Food Service Responsibilities:**

The Contractor shall be responsible for full operation of the kitchen and all of its related storage areas. The Contractor’s food-service duties and responsibilities shall include, but are not limited to:

1. all staffing and staff-related functions
2. all accounting and administration
3. food preparation
4. food and beverage service
5. coordination with its food service vendors and suppliers

##### **B. Compliance with Policies, Regulations and Laws:**

1. State Corporation Commission Policies and Procedures: The Contractor and its employees shall comply with SCC’s policies and procedures regarding security,

conduct, health, safety, smoking, sanitation, and food-service operations.

2. Taxes and Fees: The Contractor shall be fully responsible for the registration and paying of all governmental taxes and fees (federal, state and local).
3. Licenses and Permits: The Contractor shall be responsible for obtaining and maintaining all required governmental certifications, licenses and permits that may be required as a result of any resulting contract.
4. Governmental Laws, Regulations, and Codes: The Contractor shall be responsible for compliance with all federal, state, and local safety and health laws, regulations, codes and ordinances that apply to the services it provides under the contract. The Contractor shall be responsible for its employees' compliance, as well.
5. Virginia Department of Health, OSHA, and HACCP: The Contractor and its employees shall comply with standards of food service, safety and sanitation as mandated by the Virginia Department of Health Rules and Regulations and Occupational Safety and Health Administration (OSHA). The utmost importance is placed on proper sanitation standards. The Contractor shall follow Hazard Analysis and Critical Control Point (HACCP) principles as required by state and federal guidelines.
6. Health Department Inspections: SCC's food service facility is subject to inspection by local and state agencies and their authorized inspectors.
7. ADA: The Contractor's policies and practices shall meet the Americans with Disability Act (ADA) standards.

**C. Food Service Facility:**

The Contractor shall not use the facilities, space or equipment for any purpose other than providing the services described herein or as mutually agreed upon in writing between the Commission and the Contractor in advance. The Contractor shall obtain written approval from the Commission prior to removal or modification of the facility or equipment.

**D. Days and Hours of Operation:**

The Contractor shall manage and operate the cafeteria Monday through Friday, excluding the state and federal holidays listed below:

- New Year's Day – January 1
- Lee-Jackson Day – Friday preceding the third Monday in January
- Martin Luther King, Jr. Day – Third Monday in January
- George Washington Day – Third Monday in February
- Memorial Day – Last Monday in May
- Independence Day – July 4
- Labor Day – First Monday in September
- Columbus Day and Yorktown Victory Day – Second Monday in October

- Veterans Day – November 11
- Thanksgiving Day – Fourth Thursday in November
- The day after Thanksgiving
- Christmas Day – December 25
- In addition, other workdays may be designated as holidays by the Governor or by the President of the United States

Hours: The hours of operations will be established by mutual agreement between the Contractor and SCC's Contract Administrator.

**E. Staffing:**

The Contractor shall provide and maintain sufficient on-site management, supervision and staff to run the food-service operation and to meet the requirements of any resulting contract. The Contractor, at its own expense, shall provide all recruitment, supervision, training, discipline and termination, if necessary, of the Contractor's employees who are stationed at the Commission under any resulting contract.

**F. Staffing Level:**

The Contractor shall maintain employee staffing at a sufficient level so that all contractual requirements are met and prolonged wait times, long lines and back-ups are minimal.

**G. Removal of Food Service Employees:**

The Commission reserves the right to require removal of any of the Contractor's food service employees stationed at the Commission. Some of the reasons the Commission might require such removal are, but are not limited to, the following: continuous poor performance, violation of fire, safety, security, policies, procedures, codes or laws.

**H. On-site Manager:**

The Contractor shall provide a full-time, on-site food service manager who is qualified and fully capable of managing all food service operations that the Contractor provides under any resulting contract. The duties and responsibilities of the on-site manager shall include, but are not limited to, the following:

1. coordinating food-service operations, logistics, scheduling, issues, and problems, as well as reporting to the SCC's Contract Administrator in a prompt and cooperative manner,
2. assisting and communicating with customers in a helpful and courteous manner, especially when customer needs, problems, complaints or suggestions are involved,
3. ensuring all food-service operations are efficient and run smoothly and promptly, especially during peak periods, so that customer back-ups, wait times, and food outages are minimal, and
4. establishing a system of periodic inspections for all services under his/her direction; correcting deficiencies and eliminating their causes.



**I. On-site Manager Assignment and Replacement:**

If the need arises, the Contractor shall replace the on-site manager located at the Tyler Building. When replacing the on-site manager, the Contractor shall provide a replacement with at least the same level of knowledge, skills, and abilities in food service operations as the previous on-site manager.

**J. Training:**

The Contractor shall be responsible for and shall provide all training for its employees assigned to work on-site at the Commission. The Contractor's assigned employees shall be qualified and adequately trained by the Contractor prior to assuming their assigned tasks. All of the Contractor's food services employees assigned to perform under any resulting contract shall be trained in fire and safety codes, procedures and best practices, especially as they pertain to food services.

**K. Staff Infectious Disease Testing:**

The Contractor shall require all of its employees to submit to periodic health examinations as required by state and federal law. At a minimum, annual Hepatitis and other infectious disease testing for food service employees is required.

**L. Background Checks:**

The Commission will perform a criminal background check on all employees assigned to work at the Commission under any resulting contract prior to beginning their assignment. The background check will be performed at the Commission's cost. The Commission reserves the right to refuse any of the Contractor's employees for assignment at anytime based on an unfavorable criminal background check.

**M. SCC Security Access ID:**

All of the Contractor's employees assigned for work at the Commission under any resulting contract shall wear and display their SCC ID badge at all times. The Contractor shall restrict its on-site employees to their assigned work areas.

**N. Food Service Operations:**

1. Customer Payment: The Contractor shall accept various forms of payment (cash, credit card, debit card). The Contractor must accept MasterCard, VISA and any type of bank debit card as forms of payment.
2. Customer Relations: The Contractor's cashiers and associates shall provide courteous and efficient service.
3. Menu: Menus and appropriate information should be prominently posted in the dining rooms and made available through various media, including the Commission's Intranet Website.

4. Menu Pricing Increases: The Contractor should notify the Commission's Contract Administrator at least 30 days prior to making any price increase on a menu item or items.
5. Menu Planning: The Contractor shall assume responsibility for menu planning, providing a variety of quality foods, including healthy choices, and catering to the preferences of the Commission's employees.
6. Food Quality: The Contractor's food products provided under any resulting contract shall meet the following standards and specifications:
  - a. Meat: government inspection and in accordance with specifications shown in the National Association of Meat Purveyors Meat Buyers Guide
  - b. Poultry: USDA Grade A, government inspected
  - c. Fresh Produce: US #1 or better
  - d. All Other Food Products: equivalent in quality to at least USDA #1 or better
7. Service Ware: The Contractor shall provide all service wear (e.g. plates, bowls, cups, utensils, napkins, etc.) and shall maintain a sufficient quantity on-site so that outages are minimal or none. All service wear provided under any resulting contract must be durable enough to meet its function without falling apart, bending or breaking under the weight of its contents, melting or leaking. In addition, service wear for hot foods and liquids must protect the customer from burns or spills.

**O. Modification of Scheduled Cafeteria Services:**

1. The Contractor shall notify the Commission immediately if the Contractor is aware of any event that may necessitate an interruption or modification of the scheduled cafeteria services.
2. In the event of a labor dispute, strike, or product supply shortage, the Contractor shall, to the best of its ability, continue to manage and provide the cafeteria services.

**P. SCC-Owned Equipment:**

1. The Commission has equipment that is available to the Contractor for use in providing services under any resulting contract. In addition, there are also two cash registers available for the Contractor's use.
2. Contractor shall maintain perpetual inventory records on all major Commission-owned equipment (value \$5,000 and up).
3. On termination or expiration of the contract, the Contractor shall return all of the SCC-owned equipment in the condition it was received except for ordinary wear and tear. The Contractor shall be accountable for any missing equipment and shall be responsible for replacing any missing equipment and repairing equipment damaged as a result of the Contractor's (or its employees') negligence.

**Q. Contractor-Owned Equipment:**

The Contractor is not limited to using just the equipment provided by the Commission but may also provide its own equipment. The Contractor shall be responsible for the upkeep, maintenance and repair of all contractor-owned equipment that it provides in performance of the Contract.

**R. Repairs and Maintenance:**

The Contractor shall assume responsibility for preventative maintenance to any SCC-owned kitchen equipment. Any plumbing work that becomes necessary in the kitchen and related areas, due to Contractor's negligence, shall be borne by the Contractor.

**S. Supplies:**

The Contractor shall supply all merchandise and food-related supplies.

**T. Deliveries:**

Deliveries should be during the Commission's normal business hours, 8:30am to 4:30pm, Monday through Friday, excluding state holidays.

**U. Cleanup:**

The Contractor shall provide routine cleanup and housekeeping in the food-service and kitchen areas on a daily basis, provide normal busing to maintain cleanliness in tray/trash areas, and shall be responsible for garbage removal to the dumpster provided by the Commission. Other Contractor cleanup responsibilities include:

1. Kitchen walls, ceilings, floors, windows, ducts, fan blades, and screens cleaning and
2. All food-equipment cleaning, upkeep, and waste removal (e.g. deep fryer grease removal).

**V. Protection of Persons and Facility:**

1. The Contractor shall exercise due care and diligence to prevent any injury to persons or damage to the Tyler Building, or other property or equipment of the Commission.
2. As soon as reasonably possible, but at least within 24 hours, the Contractor shall notify the Commission of any emergency situation or condition potentially endangering human health or safety or damage to the Tyler Building, or other property or equipment of the Commission.

**W. Graphics and Advertising:**

The Contractor shall obtain written approval from the SCC's Contract Administrator for on-site display of graphics, tabletop displays, promotional advertising, bulletin boards, company names, and logos.

**X. Confidentiality of Customer Information:**

For credit or debit card transactions, the Contractor shall ensure the security and confidentiality of all information that the Contractor's system obtains from the customer. That includes, but is not limited to, debit card number, credit card number, social security number, and any tax data. Any such information shall not be used by the Contractor, or other parties, for any purpose other than processing of the credit/debit card payment. The Contractor is specifically prohibited from selling or otherwise transmitting the information described above to third parties for the purposes of preparing mailing lists or any other third-party use.

**VII. SERVICES PROVIDED BY THE COMMISSION:**

- A. The Commission will provide all utilities (e.g., electricity, natural gas, water, sewage disposal and trash disposal) necessary to operate the food services facility.

The Commission cannot guarantee uninterrupted utility service or building access during emergencies and outages. In such instances, the Commission shall not be responsible for compensation to the Contractor for lost profits or food-spoilage costs. The Commission will notify the Contractor as far in advance as possible when there is a planned power outage and will make every effort to notify the Contractor as soon as possible when an unexpected power outage occurs.

- B. The agents of the Commission and the Contractor shall establish an inventory listing of all existing Commission-owned equipment noting the condition of the equipment within 90 days of commencement of any resulting contract. The Commission will restore all major pieces of existing Commission-owned equipment to good working condition. The Commission will have major pieces of existing Commission-owned equipment inspected regularly.
- C. Annually, the Commission, with the assistance of the Contractor, will review and update the inventory records by July 15th of each year.
- D. The Commission will be responsible for the cost of repair of existing Commission-owned equipment or the replacement thereof, except in instances of the Contractor's (or its employees') negligence.
- E. The Commission shall provide for removal of trash, deposited by the Contractor and as directed by the Commission in on-site containers.
- F. The Commission will provide regular cleaning service for cafeteria walls, windows, floors and lights. SCC will also provide regular pest control services.
- G. Adequate restrooms for the Contractor's employees and appropriate office space, and phone lines for the exclusive use of the Contractor in performing the Contract will be provided.
- H. The Commission will provide electrical connections for food service equipment if none

exists.

- I. The Commission reserves the right to use the cafeteria at times other than mealtimes for special activities and meetings. When such events occur, the SCC employees using the area will clean and return it to its original condition.
- J. The Commission reserves the right to purchase food and beverages from the Contractor under any resulting contract.

## VIII. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

### A. General Requirements

- 1. RFP Response: In order to be considered for selection, Offeror must submit a complete response to this RFP. Proposal shall be submitted as required in Section VII, C. 1 (Format) and 2 (Organization) and as requested below, so marked, and sealed separately as follows:
  - a. One (1) complete **original** proposal contained in a single three (3) ring binder (do not include pricing) and one (1) **CD** of the same in a Microsoft compatible file format. Clearly indicate the following on the sealed package, the three (3) ring binder and the CD:
    - Offeror name
    - *“Original Proposal”*
    - RFP #SCC-13-002
  - b. One (1) complete copy of **redacted copy** (**removing any proprietary data or material**) of original proposal contained in a single three (3) ring binder (do not include pricing) and one (1) CD of the same in a Microsoft compatible file format. Clearly indicate the following on the sealed package, the three (3) ring binder and the CD:
    - Offeror name
    - *“Redacted Copy of Original Proposal”*
    - RFP #SCC-13-002
  - c. Three (3) **copies** of the Original proposal (do not include pricing) contained in single three (3) ring binders and one (1) CD of the same in a Microsoft compatible file format included in each binder. Clearly indicate the following on the sealed package and on each of the three (3) ring binders:
    - Offeror name
    - *“Original Proposal Copies”*
    - RFP #SCC-13-002
  - d. One (1) complete **Pricing** proposal contained in a single three (3) ring binder and one (1) **CD** of the same in a Microsoft compatible file format.

Clearly indicate the following on the sealed package, the three (3) ring binder and the CD:

- Offeror Name
- *"Pricing Proposal"*
- RFP #SCC-XX XXX

No other distribution of the proposal shall be made by the Offeror.

2. Proposal Preparation:

- a. The proposal shall be signed by a person(s) legally authorized to bind the Offeror to a contract. The proposal must contain the legal name of the Offeror and a statement as to whether the Offeror is a sole proprietor, a partnership, a corporation, a limited liability company, or any other legal entity. A proposal submitted by an agent must have a current Power of Attorney attached certifying the agent's authority to bind the Offeror. The Offeror must include a statement that it is authorized to do business in the Commonwealth of Virginia.
- b. All information requested should be submitted as requested in Section VII, C. 1 and C. 2 below. Failure to submit all information and in the format requested may result in the SCC requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the SCC. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- 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 placed on completeness and clarity of content.
- d. Ownership of all data, materials, and documentation originated and prepared for the SCC pursuant to the RFP shall belong exclusively to the SCC and be subject to public inspection. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke the protections of § 2.2-4342 F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as underlining or highlighting and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

- e. Upon award, the selected Offeror shall provide to the SCC two (2) CD's in any Microsoft compatible file format, two (2) bound hard copies of the entire RFP response to include any negotiated changes and one (1) CD in any Microsoft compatible file format, and one (1) bound hard copy redacted (removing all proprietary information or material) of the entire RFP response to include any negotiated changes of the same.
- f. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

3. Oral Presentation:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the SCC. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The SCC will schedule the time and location of these presentations. Oral presentations are an option of the SCC and may or may not be conducted.

B. Specific Proposal Instructions

Proposals should be as thorough and detailed as possible so the Evaluation Committee may properly evaluate your capabilities to provide the required services.

- 1. Specific Plans (Proposal) – Offeror must provide specific plans for providing the proposed services to include a written narrative that:
  - a) Demonstrates the Offeror's understanding of the requirements requested in Section VI, Statement of Needs Needs and Section X, Reporting Requirements;
  - b) Describes how Offeror proposes to provide and meet each specific requirement in the Statement of Needs (Section VI);
- 2. Appendices

Offeror shall respond by providing the additional requested information:

- a) Appendix A – Small, Women-Owned, and Minority-Owned Businesses

- b) Appendix B - Offeror Data Sheet
- c) Appendix C – W-9/Request For Taxpayer Identification Number and Certification

3. Pricing Proposal

The Offeror shall submit the following:

- a) Complete Appendix F - Pricing Schedule and submit in separate binder (**Binder 2**). (Include any specific pricing format required)
- b) Relevant information that supports the reasonableness of the proposed fee.

C. Specific Proposal Format/Organization/Identification

1. Proposal Format - Offerors should follow the Proposal Format for paper submissions and include all items indicated under Proposal Organization (reference 2. below) in their proposals:

- Provide proposal in a three-ring binder
- Printed on white paper with dimensions of 8.5” X 11” with right and left margins of one (1) inch
- Use Times New Roman font with size of twelve (12).
- All proposal sections should be separated by tabs to indicate specific proposal sections as requested in section 2 below.
- All pages of the proposal should be numbered.
- Each paragraph in the proposal should reference the paragraph number of the corresponding section, 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.
- Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted as directed in section 2 below and designated as additional material.
- Proprietary or trade secret data or material (if any) should be specifically identified by including the specific proposal section(s) and page number(s) to be protected and state the reasons why protection is necessary (see § 2.2-4342 F of the *Code of Virginia*).
- 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.

2. Proposal Organization – Proposals should adhere to the following outline and should not include any items not identified in the outline.



**Original Proposal Organization - Binder 1**

- Tab 1 – Original RFP with Cover page (completed and signed) and Addenda (if any)
- Tab 2 – Table of Contents
- Tab 3 – Proprietary Data - Listing of Proprietary Data referencing specific proposal section, page numbers and reasons protection is needed (See § 2.2-4342 F of the *Code of Virginia*).
- Tab 4 – Glossary of Terms and Abbreviations
- Tab 5 – Executive Summary
- Tab 6 – Responses as outlined and required in Section VIII, B.1, *Specific Proposal Instructions*
- Tab 7 – Responses to Section VIII(, B. 2, *Appendices* (a through c)

**Pricing Proposal Format - Binder 2**

Tab 1 - Response to Section VIII, B. 3, *Pricing Proposal* (a through b).

3. **Identification of Proposal Envelopes:** - The signed “*Original*” Proposal and CD, “*Redacted*” copy of Original Proposal and CD, “*Copies*” of Proposal and CD, and “*Pricing*” Proposal and CD are required to be submitted in **separate sealed envelope(s) or package(s) for each and identified as follows:**

From: _____	<u>February 28, 2013</u>	<u>Until 2:00 PM</u>
Name of Offeror	Due Date	Time
_____	<u>#SCC-13-002</u>	
Street or Box Number	RFP NO.	
*Contents: _____		
(Indicate contents of envelopes as either “ <b>Original</b> ” Proposal, “ <b>Redacted</b> ” copy of Original Proposal, “ <b>Copies</b> ” of Original Proposal or “ <b>Pricing</b> ” Proposal.)		
_____	<u>Cafeteria and Food Service Management</u>	
City, State, Zip Code	RFP Title	

Name of Contract/Purchase Officer or Buyer: Sarah Hicks

The envelopes should be addressed as directed on page 2 of the solicitation and identified as directed above. If a proposal is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation (see page 2). No other correspondence or other proposals should be placed in the envelope.

## **IX. EVALUATION AND AWARD CRITERIA:**

### **A. Evaluation Criteria**

Proposals shall be evaluated by the SCC using the following criteria:

1. Solution Suitability, including the equipment, proposed services, and transition and implementation plans
2. Demonstrated background, experience, qualifications, ability, organization structure, advantages, relationships, quality programs, and expertise of Offeror and the proposed staff in providing required services;
3. Small, Woman-Owned and Minority-Owned Businesses
4. Agreement with Terms and Conditions
5. Price
6. References

Points assigned to each criteria will be posted prior to 2:00 p.m., February 28, 2013, on the following websites: [www.eva.virginia.gov](http://www.eva.virginia.gov) and [www.scc.virginia.gov](http://www.scc.virginia.gov) and on the second floor of the SCC (Tyler Building), 1300 E. Main Street, Richmond, Virginia.

### **B. Award of Contract**

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror 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 offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract (reference Appendix D) incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated.

## **X. REPORTING REQUIREMENTS:**

The Contractor shall provide food inspection reports to the SCC's Contract Administrator, including any violations cited as a result of these inspections. The Contractor shall promptly present SCC's Contract Administrator with an action plan to correct and prevent the conditions causing each violation.

**XI. TENTATIVE SCHEDULE OF EVENTS:**

	<b>ACTIVITY</b>	<b>DATE</b>
<b>1.</b>	<b>Issue Request For Proposals</b>	<b>02/04/2013</b>
<b>2.</b>	<b>Preproposal Conference Held</b>	<b>02/15/2013</b>
<b>2.</b>	<b>Last Day To Receive Written Questions</b>	<b>02/21/2013</b>
<b>3.</b>	<b>Proposals Due Until 2:00 PM</b>	<b>02/28/2013</b>
<b>4.</b>	<b>Proposal Review and Negotiations</b>	<b>To be determined</b>
<b>5.</b>	<b>Contract Award</b>	<b>To be determined</b>
<b>6.</b>	<b>Contract Start Date</b>	<b>To be determined</b>

**XII. PRE-PROPOSAL CONFERENCE:**

An optional pre-proposal conference will be held at **2:00 PM, February 15, 2013** at the State Corporation Commission, 1300 East Main Street, Richmond, Virginia. The conference will be held in the 7<sup>th</sup> floor conference room of the building

The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Offerors planning to attend the conference on-site should bring a copy of the solicitation with you.

The conference is expected to be no more than 1-2 hours in length. Offerors who plan to participate, should contact Sarah Hicks at (804) 371-1524 or by email [sarah.hicks.13002@scc.virginia.gov](mailto:sarah.hicks.13002@scc.virginia.gov) **no later than February 12, 2013** to indicate your intention of either attending the on-site conference.

Offerors are encouraged to submit written questions in advance of the pre-proposal conference to allow the SCC time to review and provide a response at the conference. All questions should be submitted no later than two (2) business days prior to the conference date. The SCC will provide written responses to Offeror inquiries via e-mail; verbal responses will not be provided. Any changes resulting from the pre-proposal conference will be issued in a written addendum to the solicitation.

**XIII. 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 (excluding 2.1.b, 2.1.d and Chapter 9). The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is

normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the vendors tab.

- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposal, 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 (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin 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*, Section 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their 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 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:** By submitting their proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

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

2. To Subcontractors:

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

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND

TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT and the Special Term and Condition MENU CHARGES CONSTITUTE THE SOLE COMPENSATION FOR CONTRACTOR shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The SCC may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the SCC 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 SCC'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 SCC with all vouchers and records of expenses incurred and savings realized. The SCC 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 SCC within thirty (30) days from the date of receipt of the written order from the SCC. 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 SCC or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with Sections 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. 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 coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

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. 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 must be named as an additional insured and so endorsed on the policy.



- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the SCC will publicly post such notice on the DGS/DPS eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- T. **NONDISCRIMINATION OF CONTRACTORS:** An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the 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.
- U. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- V. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/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.

#### **XIV. 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 SCC, 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. CANCELLATION OF CONTRACT:** The SCC 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.
- C. INDEPENDENT CONTRACTOR:** The contractor shall be considered an independent contractor and neither the contractor, nor personnel employed by the contractor, are in any sense to be considered employees or agents of the SCC, or of the Commonwealth of Virginia.
- D. LIABILITY INSURANCE AND INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the SCC, its officers, commissioners and employees (“SCC”) from and against any and all third party claims, or direct damages suffered by the SCC, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys’ and accountants’ fees and disbursements) and costs (each, a “Claim” and collectively, “Claims”), incurred by, borne by or asserted against the SCC to the extent such Claims in any way relate to, arise out of or result from: (i) any act or omission of any Contractor employee or Subcontractor of Contractor, (ii) breach of any representation, warranty or covenant of Contractor contained herein, (iii) any defect in the Deliverables or the service(s), or (iv) any actual or alleged infringement or misappropriation of any third party’s intellectual property rights by any of the Deliverables or service(s). Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. In all cases the selection and approval of counsel and approval of any settlement must be satisfactory to the SCC.
- E. MENU CHARGES CONSTITUTE THE SOLE COMPENSATION FOR THE CONTRACTOR:** The Contractor's sole compensation for providing all goods and services required by this contract and otherwise performing the contract shall be the revenues which the Contractor derives from charging customers the menu prices for the food which those customers purchase from Contractor. Contractor shall bear the entire risk and opportunity arising from revenues being less than or greater than Contractor's costs. In accordance with the foregoing, in no event shall Contractor invoice the Commission or SCC or charge the Commission or SCC any fee in connection with this contract. (While certain standard state terms and conditions included elsewhere in this contract may refer to payments and invoices, Contractor acknowledges that these represent generally-applicable state policies and are not intended to imply that any such charges are authorized in connection with this particular contract, except for purchases of food and beverages by the Commission under any resulting contract.)

- F. **NO EXCEPTION TO WORKERS' COMPENSATION INSURANCE:** Throughout the term of the Contract, Contractor shall fulfill the workers' compensation insurance requirements of General Term and Condition "Q" ("INSURANCE") in a manner that would be suitable for an employer of three or more employees, even if Contractor employs fewer than three employees at the time the Contract is awarded or at any time during the term of the Contract.
- G. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that it may utilize, using its 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.
- H. **RENEWAL OF CONTRACT:** This contract may be renewed by the SCC upon written agreement of both parties for three successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- I. **SCC POLICIES, STANDARDS, AND PROCEDURES:** Contractor agrees to comply with all pertinent SCC policies, standards, and procedures. If contractor is unable to comply with all SCC policies, standards, and procedures, it is the responsibility of the contractor to bring this fact to the attention of the Contract Administrator, in writing, and to recommend an alternative solution. The decision concerning relief from or changes to a policy, standard, or procedure will be made by the SCC and communicated to the contractor in writing.
- J. **CERTIFIED SMALL, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** The SCC welcomes and encourages proposals from certified small businesses, including but not limited to women-owned and minority-owned businesses, either as prime contractors or subcontractors to prime contractors. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to certified small, women-owned and minority-owned businesses. Names of firms are available on the Commonwealth of Virginia electronic procurement website: <http://eva.virginia.gov>. When such business has been subcontracted to these firms, Contractor agrees to provide the information required in Appendix A to this solicitation.
- K. **THIRD PARTY ACQUISITION:** The Contractor shall notify the SCC in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The Contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the Contractor shall obtain, for the SCC's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract
- L. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to customers or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors

who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

- M. 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.
- N. AVAILABILITY OF SPACE:** It is understood and agreed between the parties herein that the SCC shall be bound hereunder only to the extent of the space being available and occupiable.

**XV. PRICING SCHEDULE:**

See Appendix F.

**XVI. APPENDICES:**

Appendix A – Small, Women-Owned, and Minority-Owned Businesses  
Appendix B – Offeror Data Sheet  
Appendix C – W-9 Request for Taxpayer Identification Number and Certification  
Appendix D – Standard Contract Example  
Appendix E – Directions to the Tyler Building  
Appendix F – Pricing Schedule

## APPENDIX A – SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESSES

### I. SMALL BUSINESS CERTIFICATION

Small businesses, including but not limited to women-owned and minority-owned businesses, that meet the small business designation as defined in Section II must be certified prior to the date set for receipt of bids, proposals or quotes. Small businesses that meet the designation in Section II and are already certified by either the Virginia Department of Minority Business Enterprise (DMBE) or by another source that meets the small business designation as defined in Section II, must provide a copy of the small business certification. (Businesses who desire more information on the Commonwealth of Virginia certification program may reference the DMBE website [www.dmbv.virginia.gov](http://www.dmbv.virginia.gov)).

### II. SMALL BUSINESS DESIGNATION

**If your company is certified as a small business, including but not limited to women-owned and minority-owned businesses, as defined below, please check the appropriate box:**

- Small Business:** "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.
  
- Small Women-Owned Business:** Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.
  
- Small Minority-Owned Business:** Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

**Minority Individual:** "Minority individual" means an individual who is a citizen of the United States or a non-citizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:

- a. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
  
- b. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern

Marianas, the Philippines, a U. S. territory of the Pacific, India, Pakistan, Bangladesh or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

- c. "Hispanic American" means a person having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
- d. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

### **III. SUBCONTRACTING SMALL BUSINESS OPPORTUNITIES**

**Does your company intend to offer subcontracting opportunities to businesses certified as small businesses, including but not limited to women-owned and minority-owned businesses? Check the appropriate box below:**

- YES                       NO

If YES is checked proceed to Section IV (1-3) of this Appendix for additional requirements.

### **IV. SUBCONTRACTING WITH SMALL BUSINESSES.**

1. Prime contractors that do not meet the small business designation stated in Section II are encouraged to offer subcontracting opportunities to businesses certified as small businesses, including but not limited to women-owned and minority-owned businesses. To assist in locating such small businesses, the following searchable databases and/or member listings are provided:

- eVA(Virginia's Web-based Purchasing System)  
<http://www.eva.virginia.gov>
- Virginia Minority Suppliers Development Council (VMSDC)  
<http://www.vmsdc.org>
- Metropolitan Business League (MBL)  
<http://www.thembl.com>
- Pro-Net (Small Business Administration)  
<http://pro-net.sba.gov/>
- Diversity Business for multicultural-owned businesses  
<http://www.diversitybusiness.com/>
- Other Small Business Organizations (such as Virginia Chapter of National Federation of Independent Businesses [www.nfib.com/object/stateDirVA.html](http://www.nfib.com/object/stateDirVA.html) or the Virginia Chamber of Commerce [www.vachamber.com](http://www.vachamber.com))

2. Prime contractors that propose to use certified small businesses, including but not limited to women-owned and minority-owned businesses, as subcontractors, must report the planned utilization of small businesses in performance of this contract. The following minimum information must be provided with Offeror's proposal to the SCC Procurement Office for purposes of awarding points under this solicitation:

- **Small Business Name & Address**
- **Contact Person, Telephone Number & Email Address**
- **Type of Goods and/or Service provided**
- **Planned Contract Dollars During Period of Contract for Utilization of Small Businesses**

Prime contractors that propose to use certified small businesses, including but not limited to women-owned and minority-owned businesses, as subcontractors, will be awarded points for certified small business utilization.

3. Prime contractors awarded a term contract by the SCC that state their intent to utilize certified small businesses as subcontractors, including but not limited to women-owned and minority-owned businesses, shall submit a monthly report to the SCC of all dollars spent during the period of the contract with small business subcontractors that provide goods and/or services under this contract. The report shall be due by the 10<sup>th</sup> of the month following the month for which the spend data is being reported. At a minimum, the following information must be provided to the SCC Procurement Office:

- **Applicable Month and Year**
- **Small Business Name & Address utilized**
- **Contact Person, Telephone Number & Email Address**
- **Type of Goods and/or Services Provided**
- **Amount of Actual Monthly Spend Provided to Each Small Business**
- **Evidence of Compliance (documentation that supports actual monthly spend, i.e., copy of check paid to small business, copy of paid invoice, etc.)**

## **APPENDIX B – OFFEROR DATA SHEET**

(To Be Completed by Offeror)

**Instructions: Complete the Offeror Data Sheet Below. If Attachments are necessary to respond, indicate the location of the attachments.**

Qualifications of Offeror: The offeror must have the capability and capacity in all respects in order to fully satisfy all contractual requirements.

### **Offeror Corporate Overview:**

1. Years in business: Indicate the length of time you have been in business providing this type of service: \_\_\_\_years \_\_\_\_months.
2. Background and Experience: Provide background and experience in this market.
3. Describe the Offeror’s in-depth knowledge and experience in providing Cafeteria and Food Dining Services
4. Corporate Identity: Provide the identity of any parent corporation, include address, phone and fax numbers, FEIN or tax ID No., Company web site and contact email. Also provide the identity of any subsidiaries, as applicable.
5. Organization & Structure: Provide an overview of the organizational operating structure and describe the operational and functional relationships of the business units of your organization, as it relates to your proposal and SCC’s stated needs and requirements. Organizational charts are helpful supplements to your explanations.
6. Corporate History and Structure: In the event significant company changes have occurred within the past three years (e.g., merger, acquisition, etc.), or may be planned to occur, explain the change(s) and how it has, or has not, or may impact the company’s financial viability.
7. Locations: Describe the geographical locations of your firm at the national, regional, and local levels, as applicable, and identify all locations that will be used to support this contract and the operations handled from these locations.
8. Strategic Relationships: State any subcontractors and outsourced services to be used in performance of any contract resulting from this solicitation.
9. Quality Program: Describe all quality programs your company has adopted which directly impact your proposed solution.
10. Describe any advantages Offeror has over its competition, including any services Offeror currently provides or plans to utilize in the near future, that are unique within the industry and could be advantageous to the SCC;
11. Identify all staff, including management personnel and account managers, responsible for the relationship between the Offeror and the SCC, and those staff members who will provide the services requested in this solicitation in the event of a contract award (if any), to include:
  - Complete names, business and cellular telephone numbers, fax numbers and email addresses;



- Description of relevant experience of each and their qualifications;
  - The function (s) or portion of service each proposed staff member will perform, and if staff member's time is designated as primarily technical, supervisory, oversight, etc.
12. Describe the equipment Offeror proposes to use in meeting the needs identified in this solicitation;
  13. Describe how Offeror proposes to assist in the transition from the current Cafeteria and Food Dining Service vendor.
  14. Provide an Implementation plan that demonstrates how Offeror proposes to implement Cafeteria and Food Dining Services at the Commission.
  15. Provide any additional information the Offeror feels is relevant to this RFP. Offerors are encouraged to discuss any creative approaches in providing the requested services and address any aspects of their offering or capability to provide the requested services in such a manner that would enhance efficiency and/or reduce costs.

**Immigration Reform and Control Act of 1986:**  
**(Reference the General Terms and Conditions, Section E)**

16. The bidder/offeror certifies that it will comply with the Immigration Reform and Control Act of 1986 during the duration of any resulting contract by checking the following box.

**Agreement with Terms and Conditions:**

17. The offeror accepts all of the RFP General and Special Terms and Conditions .  
 Yes  No
18. The offeror has forms that the SCC will be asked to sign in the event of any resulting contract award.  Yes  No

**Note: If the offeror marks “yes” to question 8, the Offeror must include in its proposal any required forms that the SCC would be asked to sign in the event of any resulting contract award.**

**Any terms and conditions contained in these forms may be subject to negotiation and will be evaluated as part of the evaluation criteria “Agreement with Terms and Conditions.” In addition, any terms and conditions in opposition of Commonwealth of Virginia laws, regulations, policies, or the best interest of the Commonwealth may result in the proposal receiving no further consideration by the SCC.**

**References:**

19. Customer References: The Offeror must demonstrate a proven record of successfully providing services similar to those defined in Section VI to customers of similar scope and complexity. The references must be from past and/or current commercial or government accounts, including the SCC if applicable. The Offeror shall provide three references, with contact names, email addresses, phone number and service descriptions (specific services provided), which the SCC may use in reference checking. If your firm has provided the requested services to the SCC in the past, the SCC must be listed as a reference.

The SCC will make such reasonable investigations as deemed proper and necessary to determine the ability of an Offeror to perform the contract and these may include, but may not be limited to, reference checks and interviews. Offeror should verify the reference information (contact person, telephone numbers and email address) is current and up-to-date prior to submitting them. Indicate whether any commercial, government or state contracts have not been extended or have been cancelled for performance issues in the last three (3) years.

**Offeror Reference # 1 Organization/Company Name** \_\_\_\_\_

Period of Performance (Contract) From \_\_\_\_\_ through \_\_\_\_\_  
 (Beginning Date) (Ending Date)

Contact Name(s)	Email	Phone Number	Service Description

**Offeror Reference # 2 Organization/Company Name** \_\_\_\_\_

Period of Performance(Contract) From: \_\_\_\_\_ through \_\_\_\_\_  
 (Beginning Date) (Ending Date)

Contact Names(s)	Email	Phone Number	Service Description

**Offeror Reference # 3 Organization/Company Name** \_\_\_\_\_

Period of Performance (Contract) \_\_\_\_\_ through \_\_\_\_\_  
 (Beginning Date) (Ending Date)

Contact Name(s)	Email	Phone Number	Service Description

# APPENDIX C - W-9/REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Form <b>W-9</b> (Rev. January 2003) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>	Give form to the requester. Do not send to the IRS.
--------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------	-----------------------------------------------------

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																																														
Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.																																														
	<table border="1" style="margin: auto;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 10px; height: 15px;"> </td> <td style="width: 10px; height: 15px;"> </td> <td style="width: 10px; height: 15px;"> </td> <td style="width: 10px; height: 15px;"> </td> <td style="width: 10px; height: 15px;"> </td> <td style="width: 10px; height: 15px;"> </td> <td style="width: 10px; height: 15px;"> </td> <td style="width: 10px; height: 15px;"> </td> <td style="width: 10px; height: 15px;"> </td> </tr> <tr> <td colspan="9" style="text-align: center;">or</td> </tr> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 10px; height: 15px;"> </td> <td style="width: 10px; height: 15px;"> </td> <td style="width: 10px; height: 15px;"> </td> <td style="width: 10px; height: 15px;"> </td> <td style="width: 10px; height: 15px;"> </td> <td style="width: 10px; height: 15px;"> </td> <td style="width: 10px; height: 15px;"> </td> <td style="width: 10px; height: 15px;"> </td> <td style="width: 10px; height: 15px;"> </td> </tr> </table>	Social security number																		or									Employer identification number																	
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Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																																														

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. person (including a U.S. resident alien).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)	

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note:** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note:** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note:** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.



## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



**APPENDIX D - STANDARD CONTRACT**

**COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION**

**EXAMPLE**

Contract Number: RFP # \_\_\_\_\_

This contract entered into this \_\_ day of \_\_\_\_\_, by \_\_\_\_\_ hereinafter called the "Contractor" and Commonwealth of Virginia, State Corporation Commission called the "SCC."

WITNESSETH that the Contractor and the SCC, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the SCC as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_, with \_\_\_\_\_-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal dated \_\_\_\_\_:  
  
(insert appropriate reference to Statement of Needs, Terms & Conditions and Addenda if any)
- (3) The Contractor's Proposal dated \_\_\_\_\_ and the following negotiated modifications to the Proposal and their date, all of which documents are incorporated herein.
- (4) Clarifications to Contractor's Proposal

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

**CONTRACTOR:**

**PURCHASING AGENCY:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

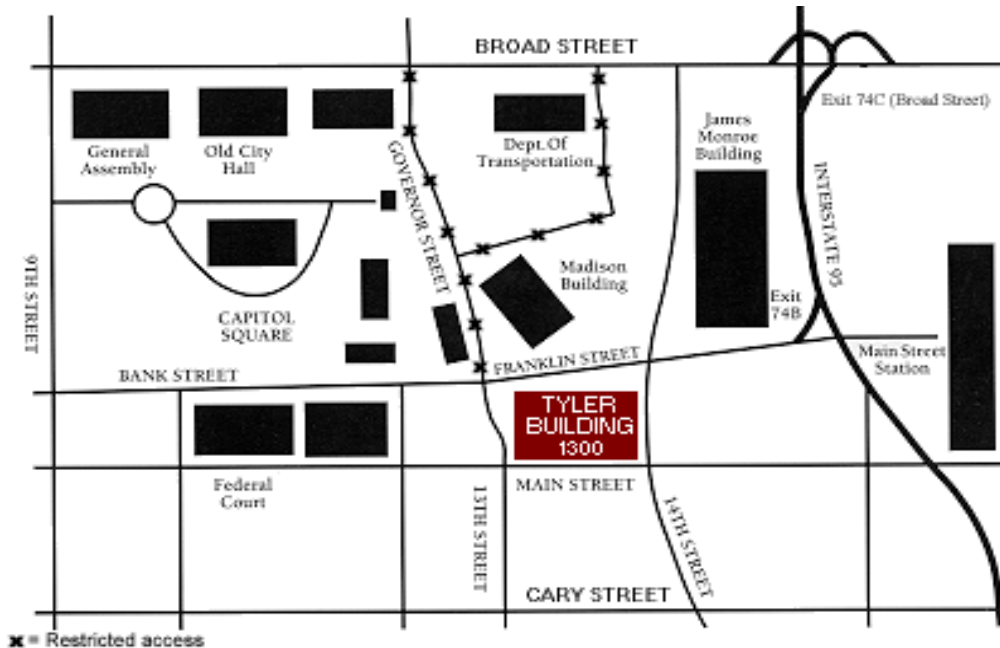
Title: \_\_\_\_\_

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

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, or any other basis prohibited by state law relating to discrimination in employment.

## APPENDIX E – DIRECTIONS TO THE TYLER BUILDING

- Approaching Richmond from the NORTH: Take I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.
  
- Approaching Richmond from the WEST: Take I-64 East to I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.
  
- Approaching Richmond from the EAST: Take I-64 West to Richmond. Exit onto I-95 South, stay in right lane to the Franklin Street Exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.
  
- Approaching Richmond from the SOUTH: Take I-95 North into Richmond. After crossing the James River, take the Broad Street Exit (74C). Stay in right lane onto ramp to 17th Street. Follow 17th Street to Broad Street intersection. Take a right on Broad Street and get in left lane. Make a left on 14th Street. Go two blocks. Take a right on Main Street. Tyler Building is on the right at the corner of 13th and Main.
  
- From the RMA Downtown Expressway (Rt. 195):- Take Rt. 195 South into Richmond (through 70-cent toll), and take the 7th/9th Street exit. After exiting, stay in left lane and take first left onto 7th Street. Go two blocks and take right onto Cary Street. Turn left on 14th Street. Go one block and turn left on Main Street. The Tyler Building is on the right at the corner of 13th and Main.





## **APPENDIX F – PRICING SCHEDULE**

Use this Appendix to list (individually) all menu items you that you plan to offer under the Contract.

The following is an example of how you should complete *Appendix F*.

The items, descriptions, brands, and pricing are provided only as an example to demonstrate how items should be organized under each section and the amount of detail we would like to see in the “Description” column. Only use this format for submitting your proposed menu and pricing, otherwise we will not be able to score your menu and pricing properly.

SAMPLE

Item #	Menu Item	Description	Served at B=Breakfast L=Lunch	Price excluding tax
Section 1 - Main Items				
1	Egg biscuit, with options	Biscuit with egg and choice of bacon or sausage	B	\$2.00
2	Cheeseburger	Cheeseburger on a Kaiser bun, fries or other side, and medium soft drink	L	\$2.00
3	Large salad	Spring mix, with tomatoes, onions, carrots, cucumbers and choice of dressing	L	\$5.00
4	Large salad, with meat or cheese options	Spring mix salad, with tomatoes, onions, carrots, cucumbers and choice of grilled chicken or feta cheese	L	\$6.00
Section 2 – Combo or Value Meals				
1	Cheeseburger combo meal	Cheeseburger on a Kaiser bun, fries or other lunch side, and medium soft drink	L	\$6.50
2	Breakfast combo	Two eggs fried or scrambled, toast or biscuit, one breakfast side, and beverage	B	\$6.00
Section 3 - Sides				
1	Toast	Two pieces of toast, white or whole wheat, with butter or jam	B	\$2.00
2	Oatmeal	Quaker, 28 gram packet, Regular or Cinnamon Roll	B	1.5
3	Potato salad	Reser's brand	L	1.95
4	Add cheese to any sandwich or biscuit		B & L	\$0.50
5	Apple		B & L	\$1.00
Section 4 - Beverages for all individual beverages list sizes (small, medium, large) and the brands (e.g. Pepsi, Coke)				
1	Soft drink, small	Pepsi, Diet Pepsi, Sprite, Fanta Orange	B & L	\$1.00
2	Soft drink, medium	Pepsi, Diet Pepsi, Sprite, Fanta Orange	B & L	\$1.50
3	Soft drink, large	Pepsi, Diet Pepsi, Sprite, Fanta Orange	B & L	\$2.00
4	Coffee, small	Eight o'Clock	B & L	\$1.20
5	Coffee, medium	Eight o'Clock	B & L	\$1.30
6	Coffee, large	Eight o'Clock	B & L	\$1.55
7	Iced tea, small	Lipton	B & L	\$1.25
8	Iced tea, medium	Lipton	B & L	\$1.35

**APPENDIX F- PRICING SCHEDULE**

Item #	Menu Item	Description	Served at B=Breakfast L=Lunch	Price excluding tax
<b>Section 1 - Main Items</b>				
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
<b>Section 2 - Combo or Value Meals</b>				
1				
2				
3				
4				
5				
6				
<b>Section 3 - Sides</b>				
1				
2				
3				
4				
5				
6				
7				

**APPENDIX F- PRICING SCHEDULE**

8				
Item #	Menu Item	Description	Served at B=Breakfast L=Lunch	Price excluding tax
Section 4 - Beverages for all individual beverages list sizes (small, medium, large) and the brands (e.g. Pepsi, Coke)				
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				