

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTF-2840-2026

This contract entered into this 25<sup>th</sup> day of June 2025 by Hillel at VA Tech Inc dba Hillel at Virginia Tech hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

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

SCOPE OF CONTRACT: The Contractor shall provide Kosher Food Production and Delivery to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From July 1, 2025 through June 30, 2026. With options for (4) one-year renewals.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, Request for Proposal (RFP) number 71412509 dated April 23, 2025, the proposal submitted by the Contractor dated May 1, 2025 and the negotiation summary, Attachment 1 – Obligations of Virginia Tech, Attachment 2 – Revised Terms and Conditions and Exhibit A – Food and Services all of which Contract Documents are incorporated herein.

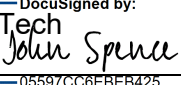
ELECTRONIC TRANSACTIONS: If this paragraph is initialed by both parties, to the fullest extent permitted by Code of Virginia, Title 59.1, Chapter 42.1, the parties do hereby expressly authorize and consent to the use of electronic signatures as an additional method of signing and/or initialing this contract and agree electronic signatures (for example, the delivery of a PDF copy of the signature of either party via facsimile or electronic mail or signing electronically by utilizing an electronic signature service) are the same as manual executed handwritten signatures for the purposes of validity, enforceability and admissibility.



(Initials)

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

Signed by:  
Contractor  
By:   
00050D40448148C...  
(Signature)  
Amanda Herring Executive Director  
Name and Title

DocuSigned by:  
Virginia Tech  
By:   
05597CC6EBEB425...  
John Spence  
Assistant Director of Procurement



Request for Proposal 71412509

For

Kosher Food Production and Delivery

April 23, 2025

**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, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

RFP # 71412509, Kosher Food Distributor

**INCLUDE THIS PAGE WITH YOUR PROPOSAL, SIGNATURE AT SUBMISSION IS REQUIRED**

**DUE DATE:** Proposals will be received until May 5, 2025 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

**INQUIRIES:** All inquiries for information regarding this solicitation should be directed to Angela Caldwell, Phone: (540) 231- 1269 e-mail: [acaldwell@vt.edu](mailto:acaldwell@vt.edu). All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 2:00 PM on April 28, 2025. Inquiries must be submitted to the procurement officer identified in this solicitation.

**PROPOSAL SUBMISSION:**

**\*Please note, proposal submission procedures have changed effective March 2023.**

**Proposals may NOT be hand delivered to the Procurement Office.**

Proposals should be submitted electronically through Virginia Tech's procurement portal. This portal allows you access to view business opportunities and submit bids and proposals to Virginia Tech digitally and securely.

**Proposals must be submitted electronically at:**

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=VATech>

Vendors will need to register through this procurement portal, hosted by Jaggaer. **It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions.** Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or [procurement@vt.edu](mailto:procurement@vt.edu).

Click on the opportunity and log in to your vendor account to begin preparing your submission. Upon completion, you will receive a submission receipt email confirmation. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

**Attachments must be smaller than 50MB in order to be received by the University.**

*In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.*

AUTHORIZED SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

**[INCLUDE THIS PAGE]**

I. PURPOSE:

This Request for Proposal (RFP) seeks to solicit proposals to establish a contract through competitive negotiations by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

Virginia Tech, Dining Services is seeking proposals from experienced and qualified vendors to provide fresh, high-quality, grab-and-go Kosher food products, with a primary focus on sandwiches, for campus dining services. The University is committed to enhancing the diversity and quality of its dining options and seeks to partner with vendors who can deliver consistent, convenient, and fully Kosher-certified offerings. This initiative aims to better serve the dietary needs and preferences of our students, faculty, and staff, while enriching the overall campus dining experience.

II. SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

For more information, please visit: <https://www.sbsd.virginia.gov/>

III. CONTRACT PERIOD:

The term of this contract is for (1) one year(s), or as negotiated. There will be an option for (4) four (1) year renewals, or as negotiated.

IV. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your firm register as a vendor within the eVA system.*

There are transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm> and **register both with eVA and Ariba**. *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: <https://eva.virginia.gov/>, or call 866-289-7367 or 804-371-2525.

## V. CONTRACT PARTICIPATION:



It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract, if requested. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract, as requested. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

## VI. STATEMENT OF NEEDS:

- A. Fresh Kosher Sandwich Production and Delivery: The vendor will be responsible for preparing the items offsite and delivering a variety of grab-and-go Kosher options in compliance with all food safety and sanitation regulations.
- B. Food Safety and Hygiene: Vendor must implement proper food safety and hygiene practices including temperature control, allergen cross-contact prevention and use of gloves, hairnets and sanitation procedures.
- C. Kosher Certification Requirements: All products must be certified Kosher by a recognized supervising authority. Documentation will be required. Vendor must demonstrate procedures for maintaining separation of meat and dairy, and preventing cross contamination.
- D. Packaging and Labeling: Product must be individually wrapped. Designate the food as Kosher and identify the product. Virginia Tech can provide the food code labels if necessary.
- E. Staffing: Employ a sufficient number of trained and reliable staff members to produce and deliver Kosher grab and go products daily. Ensure staff are trained to follow proper hygiene standards and food safety regulations.

- F. Customer Service: Vendor will actively review the business model and submit ideas to improve sales and customer service. Address customer concerns and feedback promptly and professionally.
- G. Reporting: The vendor will provide regular sales reports, feedback from customers and suggestions for menu improvements.
- H. Virginia Tech has entered into an Education Sponsorship Agreement with The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated. Accordingly, any contract or contracts resulting from this solicitation that includes beverage sales as the concept or part of the concept, will require that the contractor only serve Coke products (except for hot coffee or hot tea) in approved cups and will not sell, serve, distribute, sample, advertise or promote (on a brand or generic basis) any competitive products.

## VII. PROPOSAL PREPARATION AND SUBMISSION:

### A. Specific Requirements

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

1. Proposed menu: Vendor shall provide a diverse product mix. The product mix shall be designed to successfully meet the needs of the customer base of each location. The product mix can be expanded to meet local or regional favorites, traditions and address cultural diversity. The University shall reserve the right to review and approve the proposed product mix on a semi-annual basis.
2. Operations Plan: Explain your approach to producing, delivering and maintaining the freshness of the Kosher grab and go products. Vendor must supply how it will track product delivered and credited to ensure accurate invoicing. Vendor must also provide a plan to address food safety recalls and production issues to continue product delivery.
3. Delivery and Restocking: Deliveries will be daily to the central production facility at Southgate 330 Sterrett Drive Blacksburg, VA 24061.
4. Cost and Pricing Proposal: Vendor shall provide a breakdown of your pricing structure and terms. Pricing is the sole discretion of Virginia Tech Dining Services but is open to provided suggested retail pricing from selected vendors.
5. Licensing and Compliance: Vendor must provide all necessary business licenses, food safety certifications, Kosher Certificate and Kosher supervision policies and procedures.
6. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business:

If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at <http://www.sbsd.virginia.gov/>

7. The return of the Submission Instruction page and addenda, if any, signed and filled out as required.

B. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;
  - a. **One (1) electronic document** in WORD format or searchable PDF of the entire proposal as one document, INCLUDING ALL ATTACHMENTS must be uploaded through the Virginia Tech online submission portal. Refer to page 2 for instructions.

Any proprietary information should be clearly marked in accordance with 2.d. below.

- b. Should the proposal contain **proprietary information**, provide **one (1) redacted electronic copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This redacted copy should follow the same upload procedures as described on Page 1 of this RFP. This redacted copy should be clearly marked "*Redacted Copy*" within the name of the document. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech 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 Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
  - b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
  - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals

that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. –The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech.—This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

#### VIII. SELECTION CRITERIA AND AWARD:

##### A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Quality of products/services offered and suitability for the intended purposes	25
2. Qualifications and experiences of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to provide the Services	20
4. Cost (or Price)	20
5. Participation of Small, Women-Owned and Minority (SWAM) Business	10
Total	100

##### B. Award

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request

for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then 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, Virginia Tech shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated.

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

X. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to [vtinvoices@vt.edu](mailto:vtinvoices@vt.edu) or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech)  
Accounts Payable  
North End Center, Suite 3300  
300 Turner Street NW  
Blacksburg, Virginia 24061

XI. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Procurement website: <http://www.procurement.vt.edu/vendor/wellsone.html> or contact the procurement officer identified in the RFP.

XII. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=VATech>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XIII. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

XIV. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

XV. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A.

XVI. CONTRACT ADMINISTRATION:

- A. Brandon Hendricks, Associate Director of Dining Services, Dining Service, at Virginia Tech or their designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrator, or their designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or their designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

XVII. ATTACHMENTS:

Attachment A - Terms and Conditions

## ATTACHMENT A

### TERMS AND CONDITIONS

#### **RFP GENERAL TERMS AND CONDITIONS**

See:

[https://www.procurement.vt.edu/content/dam/procurement\\_vt\\_edu/docs/terms/GTC\\_RFP\\_02182022.pdf](https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_02182022.pdf)

#### **ADDITIONAL TERMS AND CONDITIONS**

1. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.
2. **AUDIT:** The Contractor hereby agrees to 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. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
6. **IDENTIFICATION OF PROPOSAL:** Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to the Virginia Tech online submission portal. Upon completion you will be directed to your Submission Receipt. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time. **Attachments must be smaller than 50MB in order to be received by the University.** Proposals may **NOT** be hand delivered to the Procurement Office.
7. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing via email.
8. **SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

- 9. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS:** For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: [https://www.procurement.vt.edu/content/dam/procurement\\_vt\\_edu/itprocurement/Data\\_Security\\_FER\\_PA\\_Addendum\\_2024.docx](https://www.procurement.vt.edu/content/dam/procurement_vt_edu/itprocurement/Data_Security_FER_PA_Addendum_2024.docx).
- 10. ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- 11. CONTRACT PERIOD:** The contract shall be for a period of one year with the option for four (4) one (1) year renewals.
- 12. CRIMINAL CONVICTION CHECKS:** All criminal conviction checks must be concluded before the Contractor's employees gaining access to the Virginia Tech Campus. Employees who have separated employment from Contractor shall undergo another background check before re-gaining access to the Virginia Tech campus. Contractor shall ensure subcontractors conduct similar background checks. All criminal conviction checks will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Virginia Tech reserves the right to audit a contractor's background check process at any time. All employees must self-disclose any criminal conviction(s) occurring while assigned to the Virginia Tech campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Virginia Tech contract administrator within 5 days. If, any time during the term of the contract, Virginia Tech discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the contractor shall remove that employee's access to the Virginia Tech campus, unless Virginia Tech consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the contract.
- a. The University has an awarded contract with a service provider for criminal conviction screening and background checks. The University prefers this vendor be utilized by the Contractor to comply with the contractual obligations and University Policy 4060.
  - b. If Contractor chooses to utilize a different firm than the university's preferred provider, the Contractor's selected service provider shall be pre-approved by the Virginia Tech Police department as an acceptable service provider for criminal conviction and background checks to ensure that firm's service levels meet the requirements of University Policy 4060.
  - c. If a Contractor chooses to utilize a different firm than the university's preferred provider, a five-day hold will be required before placement of employees deemed by the Contractor to meet all of the requirements of the University including a clean background check. Contractor shall provide the University with the name, date of birth and the last four digits of the social security number of all individual(s) to be placed in a temporary position under this contract. The University reserves the right to conduct its own background check process during this hold period.
- 13. INSURANCE:**
- By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
- During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.
- INSURANCE COVERAGES AND LIMITS REQUIRED:**

- A. Worker's Compensation - Statutory requirements and benefits.
- B. Employers Liability - \$100,000.00
- C. General Liability - \$2,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability - \$500,000.00
- E. Builders Risk – For all renovation and new construction projects under \$100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.
- F. The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

- 14. LICENSE TO USE VIRGINIA TECH LICENSED INDICIA:** By signing and submitting this Proposal/Bid, the offeror/bidder agrees that if it is awarded a purchase order/contract as a result of this solicitation, it will follow the procedures outlined by Virginia Tech's Licensing and Trademarks Administration to become a licensed vendor authorized to use Virginia Tech licensed trademarks indicia identified in the solicitation and to follow all procedures for submitting artwork for product for approval prior to producing any product with Virginia Tech indicia. As a licensed vendor, the offeror/bidder will be required to pay the university's standard royalty rate for similarly licensed vendors. *More information on the licensing process and application can be found at: <http://clc.com/Licensing-Info.aspx>.*
- 15. SIDEWALK POLICY:** Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.
- 16. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Virginia Tech. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Virginia Tech the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
- 17. TURF POLICY:** Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.

- 18. WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the contractor's expense.
- 19. SAFETY:** The contractor bears sole responsibility for the safety of its employees. The contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The contractor shall take steps as necessary to protect the safety and health of university employees, students, and visitors during the performance of their work. In addition, the contractor must also provide the university with a written safety program that it intends to follow in pursuing work under this contract. By entering into a contract with Virginia Tech, the contractor and its subcontractors agree to abide by the requirements described in Safety Requirements for Contractors and Subcontractors located on Virginia Tech's Environmental, Health and Safety Services (EHSS) web site at this URL <https://ehs.vt.edu/programs/occupational-safety/contractor-safety.html>. A copy of the publication may also be obtained by contacting EHS at 540/231- 5985. No work under this contract will be permitted until the university is assured that the contractor has an adequate safety program in effect.

## **Proposal for Kosher Food Production and Delivery**

**Organization:** Hillel at Virginia Tech

Executive Director: Amanda Herring

Kosher Supervising Authority: Rabbi Beryl Trauth-Jurman

Head Chef: Gregory Herring

**1. Proposed menu:** *Vendor shall provide a diverse product mix. The product mix shall be designed to successfully meet the needs of the customer base of each location. The product mix can be expanded to meet local or regional favorites, traditions and address cultural diversity. The University shall reserve the right to review and approve the proposed product mix on a semi-annual basis.*

All meat will be sourced from KOL Foods, we are proud to serve Star-K grassfed meat which makes a positive impact on our environment. Where possible, Hillel sources our produce from local farms including Glade Road Growing and Crooked Porch Farm.

Grab and Go Kosher Sandwiches all served with pickle

- Reuben
  - Thin sliced house-made corned beef
  - Sauerkraut
  - Russian dressing
  - Marble Rye bread
- Roast Beef
  - Seasoned thin sliced roast beef
  - Lettuce
  - Tomato
  - Onion
  - Horseradish mayonnaise
  - Sourdough bread
- Chicken Schnitzel
  - Thin-cut breaded and fried chicken breast
  - Tahini sauce
  - Carrot slaw

**2. Operations Plan:** *Explain your approach to producing, delivering and maintaining the freshness of the Kosher grab and go products. Vendor must supply how it will track product delivered and credited to ensure accurate invoicing. Vendor must also provide a plan to address food safety recalls and production issues to continue product delivery.*

- Daily assembly of sandwiches at our Kosher commercial kitchen at 710 Tom's Creek Rd Blacksburg, VA 24060 supervised by licensed food manager, Greg Herring and executed by a new kitchen staff member.
- Bulk production of dressings and meat will be prepared on an as needed basis, dated, labeled and stored in refrigeration until use.
- Recipes will be tested thoroughly before initiation of the contract in order to identify accurate shelf life of products for labeling
- Perishable ingredients will be received just-in-time to ensure peak freshness and maximum shelf-life
- Products assembled each day will be packed and sealed in tamper-evident packaging and dated with the assembly date. Packages will additionally be sealed with Hillel Kitchen tape label and QR code for information on our Kosher standards which can be found on Hillel's website <https://www.hillelatvirginiatech.org/hillelskitchen>. Products will be delivered the same day to the central production facility. Items will then be labeled with nutrition facts and grab-and-gobble barcode by Virginia Tech.
- Product recalls will be communicated to our primary point of contact at Virginia Tech dining services immediately upon our notification of any ingredient recall or foodborne illness outbreak or other contamination within our facility.
- Multiple qualified kitchen personnel and staggered production schedules for ingredients will create limited dependency on any one individual or shift to meet food production requirements.
- Deliveries will be transported entailing less than 30 minutes of travel during which the units will be stored in an insulated cooler box maintained at or below 41°F
- Digital delivery manifests will be noted and signed at point of delivery to ensure final count of products sold is accurate, invoices will be produced based on these signed manifests

3. Delivery and Restocking: *Deliveries will be daily to the central production facility at Southgate 330 Sterrett Drive Blacksburg, VA 24061.*

- Deliveries will be daily (Sunday - Friday, no deliveries on Saturday to follow Kosher guidelines) to the central production facility at Southgate 330 Sterrett Drive Blacksburg, VA 24061.

4. Cost and Pricing Proposal: *Vendor shall provide a breakdown of your pricing structure and terms. Pricing is the sole discretion of Virginia Tech Dining Services but is open to provided suggested retail pricing from selected vendors.*

- At the minimum order of 250 units a week, vendor can produce products at \$8.00 per unit packaging, labeling, staff and overhead included. We suggest retailing units at \$16.00 or less.
- Under 250 units per week, vendor would need to increase our pricing structure to accommodate an increase in the production cost per unit.

5. Licensing and Compliance: *Vendor must provide all necessary business licenses, food safety certifications, Kosher Certificate and Kosher supervision policies and procedures.*

- All equipment used in the Hillel Kitchen has been Kashered (made Kosher) under the supervision of Rabbi Beryl Trauth-Jurman
- All food will be prepared at the Kosher kitchen facility at Hillel at Virginia Tech at 710 Tom's Creek Rd Blacksburg, VA 24060. All products for this contract will be prepared in the dedicated meat kitchen using only designated meat equipment, utensils, pots, pans, stoves etc.
- All Deliveries from food vendors will be checked by Kashrut supervisor, Rabbi Beryl Trauth-Jurman or head chef Greg Herring for proper Kosher certification.
- Our head Chef, Greg Herring, attended Glatt Kosher Culinary school at the Jerusalem Culinary Institute and maintains our Servsafe certification and health inspection for our commercial kitchen.
- Kashrut supervision is provided by our Assistant Director, Rabbi Beryl Trauth-Jurman, who is ordained by the Reconstructionist Rabbinical College in Wyncote, PA.
- Operating in collaboration with Montgomery County health department all food will be handled with standard safety protocol to prevent all forms of contamination.
- As an additional precaution both Rabbi Beryl Trauth-Jurman and chef Greg Herring will be completing the Kosher Institute of America Mashgiach Course this summer in advance of this new contract commencing.

*6. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business: If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at <http://www.sbsd.virginia.gov/>*

- While we are not a SWAM certified business, we are a 501C3 non-profit and our mission is to serve the Jewish community at Virginia Tech. This contract will serve to benefit students, staff and faculty at Virginia Tech who are in need of Kosher food and also any individual searching for high-quality meat, sustainable sourcing, and food values that align with our mission to improve the environment for future generations.

Signed:

A handwritten signature in black ink, appearing to read 'Amanda Herring', with a stylized flourish at the end.

Amanda Herring 5-1-25  
Executive Director, Hillel at Virginia Tech

RFP # 71412509, Kosher Food Distributor

**INCLUDE THIS PAGE WITH YOUR PROPOSAL, SIGNATURE AT SUBMISSION IS REQUIRED**

**DUE DATE:** Proposals will be received until May 5, 2025 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

**INQUIRIES:** All inquiries for information regarding this solicitation should be directed to Angela Caldwell, Phone: (540) 231- 1269 e-mail: [acaldwell@vt.edu](mailto:acaldwell@vt.edu). All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 2:00 PM on April 28, 2025. Inquiries must be submitted to the procurement officer identified in this solicitation.

**PROPOSAL SUBMISSION:**

**\*Please note, proposal submission procedures have changed effective March 2023.**

**Proposals may NOT be hand delivered to the Procurement Office.**

Proposals should be submitted electronically through Virginia Tech's procurement portal. This portal allows you access to view business opportunities and submit bids and proposals to Virginia Tech digitally and securely.

**Proposals must be submitted electronically at:**

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=VATech>

Vendors will need to register through this procurement portal, hosted by Jaggaer. **It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions.** Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or [procurement@vt.edu](mailto:procurement@vt.edu).

Click on the opportunity and log in to your vendor account to begin preparing your submission. Upon completion, you will receive a submission receipt email confirmation. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

**Attachments must be smaller than 50MB in order to be received by the University.**

*In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.*

AUTHORIZED SIGNATURE: \_\_\_\_\_



Date: 4-28-25

**[INCLUDE THIS PAGE]**

## Negotiation Questions

1. Virginia Tech Question: Do you agree to send itemized invoices including pricing, invoice number, and date directly to Dining Services at Southgate Center 330 Sterrett Drive Blacksburg, VA 24061 to ensure efficient processing?

Hillel Response: **Yes, monthly**

2. Virginia Tech Question: Can you please confirm that the order minimum requirement will not apply when Virginia Tech has early closings or complete closures?

Hillel Response: **Yes, as long as VT provides an early closing / complete closure calendar in advance, the minimum order requirement will be amended for those weeks. If there is an impromptu closure for weather etc. Hillel follows Virginia Tech's closures and we will also not be preparing the order for that day.**

3. Virginia Tech Question: Regarding the current three week lead time for regular order cut offs, is there flexibility to explore a shorter timeframe?

Hillel Response: **No, due to shipping times for Kosher meat, and the time required to brine and prepare corned beef, we need three weeks to change quantities.**

4. Virginia Tech Question: As part of Virginia Tech standard procedures, all awarded contracts will be publicly posted on an online contracts portal. Is there any information included that would be used to identify or harm a person's identity, finances or personal information? If so, please provide a redacted copy of your proposal.

Hillel Response: **No**

5. Virginia Tech Question: Cost to the University is a major component of this solicitation and one of the 5 factors considered during the award process. With this in mind, please submit your best and final pricing for consideration.

Hillel Response: **At the minimum order of 250 units a week, vendor can produce products at \$8.08 per unit packaging, labeling, eVA transaction fee, staff and overhead included.**

6. Virginia Tech Question: Does your company agree to provide monthly invoices with payment due thirty (30) days after receipt of invoice or goods/services, whichever is later?

Hillel Response: **Yes (see 1)**

7. Virginia Tech Question: If awarded a contract, do you agree to limit price increases to no more than the increase in the Consumer Price Index, CPI, W for the latest twelve (12) months for which statistics are available at the time of renewal or 3 percent, whichever is less?

Hillel Response: **Yes**

8. Virginia Tech Question: If awarded a contract, are you willing to hold prices firm for the initial contract period?

Hillel Response: **Yes**

9. Virginia Tech Question: Are you registered with and willing to participate in the eVA internet procurement solution described in the terms and conditions of the RFP?

Hillel Response: **Yes**

10. Virginia Tech Question: Are the prices for all goods/services listed in your proposal inclusive of all applicable [eVA system transaction fees](#)?

Hillel Response: **We will increase our unit price to \$8.08 to accommodate the transaction fee**

11. Virginia Tech Question: Is your company willing to provide a report at the end of each Virginia Tech Fiscal Year detailing the money saved by the University by utilizing this contract? Virginia Tech's Fiscal Year ends June 30<sup>th</sup> of each year.

Hillel Response: **We are unable to provide a cost savings report.**

12. Virginia Tech Question: Do you agree that the initial contract period shall be (1) one year?

Hillel Response: **Yes**

13. Virginia Tech Question: Upon completion of the initial contract period, does your company agree that the contract may be renewed by Virginia Tech upon written agreement of both parties for (4) one-year periods, under the terms of the current contract?

Hillel Response: **Yes**

14. Virginia Tech Question: Prior to renewal does your company agree to reevaluate pricing to be sure Virginia Tech is receiving the best possible discount or rate structure your company can provide?

Hillel Response: **Yes**

15. Virginia Tech Question: Please describe your company's process for handling damaged, incorrect, or otherwise unacceptable goods?

Hillel Response: **At point of delivery, the receiving entity will inspect and notify Hillel of any unacceptable, damaged or incorrect goods. These will be removed from the invoice. After delivery is accepted, any damage is not the responsibility of Hillel.**

16. Virginia Tech Question: Please describe your company's process for addressing any service related issues.

Hillel Response: **Service related issues will be addressed by the Hillel point of contact and Virginia Tech's Liaison. If the issue can wait for their scheduled quarterly meeting (as per the contract) then it will be added to their agenda. Otherwise, if the issue needs to be addressed more immediately, then they can find time to discuss and resolve service related issues before the scheduled quarterly meeting. Issues will be discussed and solutions will be mutually agreed upon with a date set for checking in on the proposed solution and its efficacy.**

17. Virginia Tech Question: How soon after contract award can you begin providing services?

Hillel Response: **The latter of August 25th, 2025 or three weeks after receipt of final contract award and terms.**

18. Virginia Tech Question: Do you acknowledge, agree and understand that your contract is not exclusive, and that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?

Hillel Response: **Yes**

19. Virginia Tech Question: Does the vendor acknowledge, agree, and understand that the terms and conditions of the RFP # 71412509 shall govern the contract if a contract is awarded to your company?

Hillel Response: **Yes, with the additions in obligations outlined in Attachment 1 and Attachment 2.**

20. Virginia Tech Question: Will Virginia Tech have to meet the 250 unit minimum during the weeks we are closed due to weather.

Hille Response: **No.**

## **Attachment 1 - Obligation of Virginia Tech**

During the Term of this Agreement, Virginia Tech shall:

- a. receive the Food pursuant to the schedule contained in Exhibit A attached hereto and in the amounts in Exhibit A attached hereto;
- a. label all Food in compliance with all applicable federal, state and local food labeling requirements, including nutritional information;
- a. distribute the Food to the Dining Halls;
- a. maintain inventory and sell by dates for each item of Food;
- a. dispose of expired inventory in accordance with all applicable food safety laws, rules and regulations;
- a. comply with all applicable federal, state, and local laws and regulations, including, health and employment regulations;
- a. maintain all local health code certifications including, but not limited to the receipt of the Food, running the Dining Halls, food temperature and disposal of expired Food inventory;
- a. appoint a qualified employee to act as Virginia Tech's Hillel Liaison to serve as the primary contact between Virginia Tech Dining and Hillel;
- a. ensure that, at Hillel's request, Virginia Tech's Hillel Liaison personally participate in all discussions related to this Agreement;
- a. ensure that the Hillel Liaison shall meet with Hillel staff every month at a pre-scheduled time for no longer than one (1) hour;
- a. take reasonable steps to promote to its customers the Kosher dining partnership Hillel;
- a. not tamper with or damage the packaging of Food in any way; and
- a. provide dedicated grab and go shelf space at each Dining Hall for the Food with visible demarcation and separation for such products.

## **Attachment 2 - Revised Terms and Conditions**

1. **Advertising and Publicity.** Virginia Tech shall market and advertise the Food to all student dining customers in all relevant avenues where special dietary accommodations are advertised. All marketing and advertising shall be provided to Hillel for review and approval prior to use.

Upon execution of this Agreement, both parties shall work together to draft and release a mutual press release announcing and describing the new partnership.

2. **Termination**

- a. This Agreement may be terminated by either party for any reason, or no reason, with at least four (4) months prior written notice to the other party.

- a. Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party: (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within twenty (20) days after receipt of written notice of such breach.

## **Exhibit A** **Food and Services**

### **Schedule and Units**

Pursuant to the following schedule, which may be updated by mutual written agreement of the parties from time to time, Hillel shall deliver the following Food to Virginia Tech's commissary at *Southgate 330 Sterrett Drive Blacksburg, VA 24061*.

- Mondays-Fridays during the Term- 45 wrapped sandwiches with Kosher labels and information ("Units")
- Sundays during the Term-25 Units

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Total of 250 Units per week at \$8.08 per Unit

The 250 Units shall be made up of chicken sandwiches, Reuben sandwiches and roast beef sandwiches and be in the following amounts for each type of sandwich:

Chicken Sandwich - 80

Reuben Sandwich - 90

Roast Beef Sandwich - 80

The above breakdown of each type of sandwich shall remain constant throughout the Term, provided, however if after the first thirty (30) days of the Term, Hillel may, in its reasonable discretion and in connection with consultation with Virginia Tech, determine that the amount of each type should be modified. For the avoidance of doubt, at no time shall the total number of Units required be less than 250 per week.

### **Exceptions to Delivery Schedule**

Notwithstanding the above schedule, there shall be no deliveries during the following times:

- September 23 and 24, 2025\*
- October 2, 2025\*
- October 7, 2025\*
- October 8, 2025\*
- October 14, 2025\*
- October 15, 2025\*
- December 18, 2025 - January 21, 2026
- March 26, 2026-April 11, 2026\*\*
- [Holidays when Virginia Tech Dining Services is closed]

\* During these times the Hillel Kosher kitchen will be closed for production for Jewish holidays. Hillel will deliver extra Units the day before or after the holiday to maintain 250 total Units for the period of Monday-Sunday.

\*\*During this period the Hillel Kosher kitchen will be unable to produce Units due to Passover. No Units will be delivered to Virginia Tech during this period. Hillel offers a separate week-long meal plan for students during Passover.