



DEPARTMENT OF FINANCE AND PURCHASING

345 South Main Street

Harrisonburg, VA 22801

Table with 3 columns: ISSUE DATE (September 4, 2014), REQUEST FOR PROPOSAL NUMBER (2015003-ED-P), FOR (Operation of Food Service within Hardesty Higgins House), DEPARTMENT (Economic Development), DATE/TIME OF CLOSING (October 20, 2014 at 3:00pm local time), CONTRACT ADMINISTRATOR (Brian Shull, Economic Development Director)

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, , delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by the City of Harrisonburg the items or services offered and accompanying attachments shall constitute a contract.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

\_\_\_\_\_

\_\_\_\_\_

Federal Employer Identification # :

\_\_\_\_\_

\_\_\_\_\_

State Corporation Commission #:

\_\_\_\_\_

\_\_\_\_\_

E-mail:

\_\_\_\_\_

By signing this proposal, Vendor(s) certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this RFP.

CHECK ONE: [ ] INDIVIDUAL [ ] PARTNERSHIP [ ] CORPORATION [ ] LLC

Vendor's Legally Authorized Signature

Date

Print Name

Title

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by the City of Harrisonburg Purchasing Agent at 345 South Main St, Room 201, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

The City does not discriminate against small and minority businesses or faith-based organizations.

\*This document must be completed and returned with proposal.

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*\*Denotes documents that must be completed & returned with proposal submission.*

## **I. PURPOSE**

The intent of this Request for Proposal and resulting contract(s) is to obtain firm proposals from businesses interested in leasing dedicated space within the Hardesty-Higgins House from the City of Harrisonburg (City) to provide food services in this heavily-traveled facility located at 212 S. Main Street in downtown Harrisonburg.

A Request for Proposal (RFP) is being issued in lieu of an Invitation to Bid (ITB) due to the specialized nature of the Scope of Work for this project.

## **II. BACKGROUND INFORMATION**

The City of Harrisonburg is the owner of the historic Hardesty-Higgins House. This structure, which dates to 1848, has played an important role in the development of Route 11, Harrisonburg, and the Shenandoah Valley.

Harrisonburg's first mayor, Isaac Hardesty, owned and lived in this house. It is believed to be the second oldest building in Harrisonburg. Hardesty served as an original subscriber of the Valley Turnpike Company, which built the original Valley Pike. His house also played a prominent local role during the Civil War, with Union General Nathaniel Banks utilizing it as his headquarters during May of 1862.

The City is fortunate to have been able to acquire this house and to restore it to its place as a gem in downtown Harrisonburg. This multi-use facility houses the Harrisonburg Visitor Center staffed by Harrisonburg Tourism & Visitor Services, the Valley Turnpike Museum, highlighting the importance of U.S. Route 11 (the Valley Pike) to the development of the Shenandoah Valley, Civil War Orientation Center, a gift shop, a food service area, and beautifully landscaped brick patio and grounds. The second floor features a small conference room and administrative offices for Harrisonburg Tourism & Visitor Services and Harrisonburg Downtown Renaissance.

Mrs. Hardesty's Tea Room was the original tenant of this food service area. This successful business was a true complement to the other tenants of the Hardesty-Higgins House during its 6-year tenure within the House. The Owner, Mrs. Margaret Shifflett, elected to retire and close Mrs. Hardesty's Tea Room at the end of August, 2011. New Leaf Pastry Kitchen was the second tenant of the food service area. New Leaf built a successful business and had a loyal following during its two year tenure within the multi-use space.

## **III. SCOPE OF WORK**

A welcoming and well-appointed food service area will play a significant role in Harrisonburg's ability to provide an inviting and relaxing atmosphere for visitors and residents. The food service area is a dedicated space adjoining the Visitor Center within the facility. This space can be accessed before or after Visitor Center operating hours by utilizing the south side patio entrance.

## A. EQUIPMENT & LAYOUT

The food service lease space will be outfitted with the following:

Prep Kitchen & Serving Area: (approx. 200 sq. ft.)

- a. (1) 3-bowl sink with garbage disposal
- b. (1) single-bowl hand sink
- c. TRUE brand commercial refrigerator
- d. TRUE brand commercial freezer
- e. Samsung brand 3 door refrigerator/freezer
- f. dishwasher
- g. work counter space with cabinets below and above
- h. oak pantry
- i. TRUE brand glass bakery display case
- j. Manitowac ice machine
- k. Curtis brand Coffee Machine
- l. no exhaust fan (frying is prohibited)
- m. cash register

Dining Area:

- a. approx 13'5" X 22'6" open area (approx. 300 sq. ft.) with tile flooring
- b. 10 tables and 32 chairs
- c. access to outdoor patio area for outdoor seating (tables, chairs, umbrellas)

Additional Amenities:

- a. data/phone jack
- b. shared access to 25 public parking spaces behind the facility
- c. convenient access to public restrooms
- d. landscaped patio area with brick pavers

### Tea Room Area:

Prep Kitchen/Service Area

Dining Area

TOTAL:

### Square Footage:

approx. 13'5" X 14'6" (approx. 200 sq. ft.)

approx. 13'5" X 22'6" (approx. 300 sq. ft.)

approx. 500 sq. ft.

Photos of the Prep Kitchen/Serving Area, and Dining Area are included in this document as *Attachment D*.

Prospective Offerors will need to provide any equipment not listed above that is necessary to operate the food service area.

## B. RESPONSIBILITIES OF THE SUCCESSFUL OFFEROR

The scope of the project includes the following responsibilities for each Offeror to:

- a. Operate the food and beverage service as a private business six (6) days a week, year round. The tentative hours of operation will be Monday through Saturday 9:00 a.m. to 5:00 p.m. The Visitor Center, located inside the Hardesty Higgins House, hours are 9:00 AM to 5:00 PM, seven days per week. Offeror must specify in their proposal, the proposed AM and PM hours of operation for the food service area if different than the proposed schedule listed above. The City is willing to discuss potential changes.
- b. Tenant shall have the right to close the business for a maximum of two (2) nonconsecutive one week periods each calendar year. Tenant shall provide City with a minimum of thirty (30) days notice prior to scheduling such a temporary closure.
- c. Hire employees with excellent customer service in a sufficient number to ensure a high level of service at all times.
- d. Offer a variety of quality food options. Vendors must provide in their proposal, the proposed menu items and prices for review and approval by the City.
- e. Be responsible for obtaining required City of Harrisonburg business license and Commonwealth of Virginia Health Department permit(s).
- f. The tenant shall pay all City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall be in addition to the contract price between the City and the Tenant, as the taxes shall be an obligation of the Tenant and not of the City, and the City shall be held harmless for same by the Tenant.
- g. Be responsible for the daily maintenance of City-provided equipment and facilities.
- h. Be responsible for keeping the food service work spaces and dining areas clean and sanitary.

### **C. SUCCESSFUL OFFEROR'S PERFORMANCE**

- a. The Offeror agrees and covenants that its agents and employees shall comply with all City, State and Federal laws, rules and regulations applicable to the business to be conducted under the contract.
- b. The Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- c. The Offeror shall cooperate with City officials in performing the contract work so that interference with other activities within the Hardesty-Higgins House will be held to a minimum. Regular communication must be maintained with Harrisonburg's Tourism Director, who is responsible for schedules within the Hardesty-Higgins House.

- d. The Offeror shall be an independent contractor and shall not be an employee of the City of Harrisonburg.

#### **D. SUBCONTRACTS**

No portion of the work shall be subcontracted without prior written consent of the City of Harrisonburg, Virginia. In the event that the Contractor desires to subcontract some part of the work specified in the contract, the Contractor shall furnish the City with the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the contract.

#### **E. ADDITIONAL INFORMATION**

- a. An existing cash register is available for use by successful Offeror. If a different point of sales system is desired, it must be supplied by the vendor. All sales must be recorded.
- b. The prospective Offeror shall provide, as part of its submittal, a specific monthly rental fee it proposes to pay to City of Harrisonburg for use of the facility. ***Please note that the City of Harrisonburg has determined that a minimum rental payment of \$600 per month is needed to cover expenses.*** Rent shall be due and payable, in advance, on the 1<sup>st</sup> day of the month. There shall also be a late charge of 5 per cent (5%) of any rent payment not paid within ten (10) calendar days of the due date. If any monthly installment of rent as herein called for remains overdue and unpaid for thirty (30) calendar days, the City may, at its option, at any time during such default, declare this lease terminated and take possession of the premises.
- c. The prospective Offeror must indemnify the City for violations of federal, state or local laws committed by its employees, including attorney fees and costs.
- d. The prospective Offeror shall furnish all labor, materials, equipment, insurance and health permits to perform all work as described and required for the provision of food services at the facility.
- e. The sale of alcohol and tobacco products will not be allowed at this facility.
- f. All signage related to the food service area must be approved by the City prior to posting.
- g. The general condition of the building, and any maintenance, repairs or improvements of the premises or City-owned equipment shall be the sole responsibility, cost and expense of the City.

- h. The City will be responsible for the timely removal of snow and ice from sidewalks and parking areas associated with this property.
- i. The City reserves the right for itself, its agents and employees to enter upon the premises at any reasonable time to inspect the premises or to make any repairs, alterations or improvements, so long as such repairs, alterations or improvements do not unreasonably interfere with Tenant's business operations.
- j. The selected offeror shall enter into a lease agreement with the City of Harrisonburg to formalize the terms outline in this RFP.

#### **IV. SITE VISITS**

No pre-proposal meeting will be held for this RFP, however vendors are welcome and encouraged to arrange a site visit to the Hardesty Higgins House. Site visits may be coordinated with Brenda Black, Tourism Director, by contacting her at [Brenda.Black@harrisonburgva.gov](mailto:Brenda.Black@harrisonburgva.gov). or by phone at 540-432-8935. No site visits will be allowed after the last date and time for questions, as listed in this document.

#### **V. PROPOSAL REQUIREMENTS**

The proposal shall provide information necessary for City of Harrisonburg to evaluate the qualifications, experience, and expertise of the proposing firm to provide food service operations at the Hardesty Higgins House.

The Offeror is to make a written proposal which presents an understanding of the work to be performed. The proposal should demonstrate and provide evidence that the Offeror has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. The Offeror shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the City of Harrisonburg. Failure to provide all requested information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award.

The Offeror is asked to address each evaluation criteria contained in *Section X. Proposal Evaluation Criteria* and to be specific in presenting their qualifications. Responses should be as thorough and detailed as possible so that the City may properly evaluate the Offeror's capabilities to provide the required services.

The Offeror should include in their proposal the following:

- A. A completed Proposal Cover Sheet, which is located on the first page of this RFP.
- B. Table of Contents. All pages are to be numbered.

- C. Introduction – Cover Letter/Executive Summary signed by a person with the corporate authority to enter into any contract which results from this RFP.
- D. Proposal – the Proposal submitted by the Offeror shall include, at a minimum, the following:
1. Response to Scope of Services – The Offeror should address each section of the Scope of Services with an appropriate response. The Offeror shall identify any exceptions, referenced to the paragraph number, in *Attachment E* of this RFP and return completed with the proposal submission.
  2. The approximate date the Offeror wishes to be open for public business.
  3. Company Profile - Offerors are to present a Company profile that shows the ability, capacity and skill of the Offeror and its staff to perform the services required according to the specifications herein. The profile should also include history of the firm, including number of years in business, and size of the firm. Additional biographies, including experience, of the individuals who will be the main proprietors, are also recommended. This shall include relevant experience in the food service industry and any other locations currently under operation by the firm or any other potential locations to be opened within the next year.
  4. References - Include a list of at least two (2) references, who could attest to the Offeror's past performance providing services similar to those required for this contract. The list should include the contact person's name, email address and telephone number for each. Offerors may not use Harrisonburg City as one of their references.
  5. Food items – Offerors shall list the types of food, drink or snack food items they intend to provide as part of the food service operation. Please be specific in your descriptions. Draft menus are encouraged.
  6. Method of Operation – Offerors shall describe in detail what type of operation they are proposing. Offerors shall indicate food mix, method of service, and any information they feel will assist the City in its evaluation.
  7. Equipment and Supplies – Offerors shall list the equipment and supplies they will provide if awarded the contract.
  8. Pricing Schedule – Offerors shall provide a general pricing schedule for the items to be offered.
  9. Operating Budget – Offerors shall provide a draft budget document that will include a proposed rental amount for which they will submit to the City on the first of each month as a rental payment for the facility. ***Please note that the City***

*of Harrisonburg has determined that a minimum rental payment of \$600 per month is needed to cover expenses.*

10. The Offeror shall include signed copies of any and all addenda to the RFP as set forth in the Instructions to Offerors (*Section VIII*).
11. The Offeror shall complete, and include with the proposal, the State Corporation Commission (SCC) Form (*Attachment B*).
12. The Offeror shall complete, and include with the proposal, the Proprietary/Confidential Information Identification Form (*Attachment A*). The Offeror shall identify any proprietary information contained in the proposal. If no proprietary information is included in the proposal, the Offeror shall mark the appropriate box on the form.

As part of the evaluation process, the City may ask questions of a clarifying nature from Offerors as required. The City may also request an oral presentation or engage in discussions to explain the proposal and answer questions.

*The City reserves the right to cancel this RFP at any time or reject any or all proposals received as a result of this RFP if it is in the best interest of the City. The City reserves the right to waive any informality in any proposal.*

## **VI. GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA**

**PURCHASING AND CONTRACTING MANUAL:** This solicitation is subject to the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg (City) and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at [www.Harrisonburgva.gov/bids-proposals](http://www.Harrisonburgva.gov/bids-proposals).

**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.

**ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act*.

In every contract over \$10,000 the provisions 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.

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.

2. The City does not discriminate against small and minority businesses or faith based organizations.

**ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/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.

**IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/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.

**ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City 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 City under said contract.

**MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**

1. (For Invitation For Bids(ITB):) Failure to submit a bid on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
2. (For Request For Proposals(RFP):) Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

**REVISIONS TO THE OFFICIAL ITB/RFP:** No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Official Invitation to Bid (ITB) or Official Request for Proposal (RFP). The Official solicitation document and the Addenda(s) are the documents posted on the City of Harrisonburg's web site and/or authorized by the City of Harrisonburg's Purchasing Agent. Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the offeror by the City of Harrisonburg.

**CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person 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.

**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 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.
- 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. Individual contractors shall provide their social security numbers, and proprietors , partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.
- f. 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 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 the City of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, 2.2.4363*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the City 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 City, 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 City.

**PRECEDENCE OF TERMS:** General Terms and Conditions 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.

**QUALIFICATIONS OF (BIDDERS/OFFERORS):** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**TESTING AND INSPECTION:** The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

**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 Purchasing Agent or City delegated agent 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 City a credit for any savings.

**DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, 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 City may have.

**CANCELLATION OF THE CONTRACT:** The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance

written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

**TAXES:** Sales to the City of Harrisonburg are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

**USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an “equal” product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

**TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

**INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **(NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.)**

**AVAILABILITY OF FUNDS:** Agreements are made subject to the appropriation of funds by the Harrisonburg City Council and are null and void in the event of non-appropriation by the

City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

**SELECTION PROCESS/AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors.

**BID/PROPOSAL ACCEPTANCE PERIOD:** Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**EXCUSABLE DELAY:** The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

**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.

**SAFETY and OSHA STANDARDS:** All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

**PERMITS AND FEES:** All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Harrisonburg or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of VA.

**COOPERATIVE PROCUREMENT:** This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the

Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

**LIABILITY AND LITIGATION:** The City shall not indemnify or hold harmless any Contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to Contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

**STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of VA 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. Link to the SCC site is <http://www.scc.virginia.gov>.

## **VII. INSURANCE REQUIREMENTS**

Offerors shall review and complete the attached Insurance Requirements Form (*Attachment C*) and return with proposal submission.

## **VIII. INSTRUCTIONS TO OFFERORS**

All proposals must be in an opaque, sealed envelope or box and clearly marked: "Sealed Proposal: Operation for Food Service within Hardesty Higgins House ITB#: 2015003-ED-P". Proposals shall clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, or individual). All expenses for making proposal to the City shall be borne by the Offeror.

Offerors shall provide five (5) paper copies of the proposal documents. Proposal documents shall be mailed or hand-delivered to the **Purchasing Office located at 345 South Main Street, Room 201, Harrisonburg, VA 22801**. Office hours are Monday through Friday, 8:00am to 5:00pm. Faxed or emailed proposals will not be accepted. Proposals shall be received by the Purchasing Office no later than **Monday October 20, 2014 at 3:00pm local time**. Any proposals received after this date and time will not be accepted. The City of Harrisonburg is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. The Offeror has the sole responsibility to have the proposal

received by the Harrisonburg Purchasing Office at the above address and by the above stated time and date.

All documents contained within the proposal submission shall be completed in their entirety and signed and dated where required.

**\*PLEASE NOTE:** The City of Harrisonburg Municipal Building (345 South Main Street) is currently undergoing construction around the facility. Parking options tend to be congested throughout the day. It is recommended to park on the North side of the building in visitor parking (follow signs). Please take this into account when submitting your bid/proposal document and give yourself enough time to park and take your bid/proposal to the correct office for acceptance.

## **IX. QUESTIONS**

Questions related to the RFP or requests for clarification may be directed to Ms. Pat Hilliard, Procurement Manager for the City of Harrisonburg, by email ([Purchasing@harrisonburgva.gov](mailto:Purchasing@harrisonburgva.gov)) or by fax (540-432-7778). Oral questions will not be permitted. All responses to inquiries will be in writing and will be posted as addenda on the City's website at [www.harrisonburgva.gov/bids-proposals](http://www.harrisonburgva.gov/bids-proposals) and also on eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov). All questions must be received no later than **Monday October 13, 2014 at 12:00pm (noon) local time**. It is the responsibility of all Offerors to ensure that they have received all addenda and to include signed copies of any and all addenda with their proposal submission.

## **X. PROPOSAL EVALUATION CRITERIA**

Offerors are to make written proposals which present qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the City may properly evaluate capabilities to provide the required goods/services.

Selection of the successful proposal will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

- A. **Plan for Services:** Completeness and reasonableness of Offeror's plan for accomplishing the tasks in a manner that fits well with the other activities occurring within this multi-use facility.
- B. **Responsiveness & Ability to Provide the Services:** Clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the Offeror's plan for accomplishing the Scope of Services.
- C. **Experience & Past Performance:** Special experience, technical capabilities, professional competence, and qualifications of the Offeror and proposed staff.

D. **References and fiscal stability:** History of the firm and reference checks, as well as any financial consideration of the business.

E. **Cost:** The cost of services and rental payment will not be the sole deciding factor in the selection process, but will be considered in the case of this RFP.

As part of the evaluation process, the City may ask questions of a clarifying nature from Offerors as required. The City may also request an oral presentation to explain the proposal and answer questions.

## **XI. 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 factors involved in the request for proposals, including price if so stated in the request for proposal. Negotiations shall then be conducted with each of the Offerors so selected. Rental Payment shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the City shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Should the City 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. Once the selection has been made as to which Offeror will be awarded the contract, the Purchasing Agent will post a Notice of Award on the City's website at [www.harrisonburgva.gov/bid-proposal-award-notifications](http://www.harrisonburgva.gov/bid-proposal-award-notifications) and also on eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov).

The award documentation will subsequently be followed by a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

The City reserves the right to reject any or all proposals and to waive or not waive any informality.

The Successful Offeror shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to the Purchasing Office the contract forms and any other forms required by the RFP.

## **XII. CONTRACT TERM**

The contract period shall run for three (3) calendar years from the date of the Notice of Award. The contract price shall be firm for the entire contract period. The contract may be renewed for two (2) additional two (2) year terms upon written, mutual agreement between the City and the

Successful Offeror. Terms of the contract can be negotiated after the initial three-year contract period.

The agreement must include the proposed compensation to the City for the lease of the facility. The City will be responsible for all utility charges, and one phone line. The selected Offeror will be responsible for long-distance telecommunication charges.

### **XIII. TERMINATION OF CONTRACT**

Subject to the provisions below, the Agreement may be terminated by the City upon thirty (30) calendar days advance written notice to the other party.

- A. Termination for Convenience: The City reserves the right to terminate for the convenience of the City, upon thirty (30) calendar days advance notice. The tenant shall be responsible for payment of rent up to the termination date.
- B. Termination for Cause: The City reserves the right to terminate the Agreement upon 30 calendar days written notice, should the successful Offeror fail to provide services as outlined in the Agreement to the satisfaction of the City. The City also retains the right to modify this Agreement with the written consent of the Successful Offeror.

### **XIV. EXCEPTIONS TO RFP**

This RFP, including its venue, termination, and payment schedule provisions, shall be incorporated by reference into the contract documents as if its provisions were stated verbatim therein. Therefore, any exception to any provisions of the RFP shall be explicitly identified in a separate “Exceptions to RFP” section of the proposal for resolution before execution of the contract. In case of any conflict between the RFP and any other contract documents, the RFP shall control unless the contract documents explicitly provide otherwise.

Offeror must identify any exceptions to this RFP on the form in *Attachment E*. If no exceptions are taken, bidder shall check the appropriate box on this form. Offeror must return this completed attachment with proposal submission.

All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.

### **XV. PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of

data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia).

Offerors shall complete and return the Proprietary/Confidential Information Identification Form (*Attachment A*) with their proposal submission. If no information is deemed proprietary or confidential, the Offeror shall select the appropriate box on the form and return the completed form with proposal submission.



**ATTACHMENT A:**  
**PROPRIETARY/CONFIDENTIAL**  
**INFORMATION IDENTIFICATION**

Name of Firm/Offeror: \_\_\_\_\_

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F 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, including the section of the proposal in which it is contained, as well as the page number(s), 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 a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING

Check this box if there are none.

***\*This document must be completed & returned with proposal submission.\****



**ATTACHMENT B:**  
**STATE CORPORATION COMMISSION FORM**

**Virginia State Corporation Commission (“SCC”) registration information: The undersigned Offeror:**

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

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

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

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

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
(Print)

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

**Name of Firm:** \_\_\_\_\_

***\*This document must be completed & returned with proposal submission.\****



**ATTACHMENT C:**  
**INSURANCE REQUIREMENTS FORM**

By signing and submitting a bid or proposal the vendor certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded.

1.) The contractor will maintain a general liability policy with \$1,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. **The insurer must list the City of Harrisonburg as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.**

2.) The contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the contractor to be insured by a group self insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers liability insurance with a limit of at least \$100,000 bodily injury by accident/\$500,000 bodily injury by disease policy limit/\$100,000 bodily injury by disease each employee.

3.) The contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.

4.) Fire Damage Legal Liability - \$500,000

With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance to show evidence of coverage.

**BIDDER/OFFEROR STATEMENT**

***We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.***

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print)

Name of Firm: \_\_\_\_\_

***\*This document must be completed & returned with proposal documents.\****



**ATTACHMENT D: PHOTOS**





## ATTACHMENT E: NOTICE OF EXCEPTIONS

Comments and exceptions substantially altering the terms and conditions will not be considered after conclusion of the bid process and the award of a contract. **List exceptions to any portions of RFP (General Terms & Conditions, etc.):**

*\*This document must be completed & returned with proposal documents.\**