



**CITY OF HARRISONBURG
DEPARTMENT OF FINANCE
AND PURCHASING
409 SOUTH MAIN STREET,
THIRD FLOOR
HARRISONBURG, VA 22801**

REQUEST FOR PROPOSAL (RFP) COVER PAGE

ISSUE DATE: December 21, 2015	REQUEST FOR PROPOSAL NUMBER: 2016027-PR-P	FOR: Operation of Food Service at Heritage Oaks Golf Course Clubhouse
DEPARTMENT: Parks & Recreation	DATE/TIME OF CLOSING: January 29, 2016 at 3:00pm local time	CONTRACT ADMINISTRATOR: David Wigginton, Assistant Director of Parks & Recreation Department
DATE/TIME LAST DAY FOR QUESTIONS: January 22, 2016 at 12:00pm (noon) local time	DATE/TIME PRE-PROPOSAL MEETING: N/A	PRE-PROPOSAL MEETING MANDATORY: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

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.

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by the City of Harrisonburg Purchasing Office, 409 South Main Street, Third Floor, 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.

VENDOR INFORMATION

Name of Vendor: _____ Telephone #: _____
 Address: _____ Federal Employer Identification #: _____
 _____ State Corporation Commission #: _____
 Contact Name: _____ Contact Email Address: _____

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

_____	_____
VENDOR'S LEGALLY AUTHORIZED SIGNATURE	DATE
_____	_____
PRINT NAME	TITLE

Please take a moment to let us know how you found out about this Request for Proposal (RFP) – Check one:

City of Harrisonburg Website eVA Website Bid Room (Please List) _____

The Daily News Record Newspaper Notified by City Directly Posted on Municipal Building bulletin board

Other (Please List) _____

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

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1.0 INTRODUCTION

The purpose of this Request for Proposal (RFP) by the City of Harrisonburg, Virginia (City) is to solicit sealed proposals from interested vendors (Offeror) to provide general food and beverage services at the Heritage Oaks Golf Course Clubhouse located at 680 Garbers Church Road, Harrisonburg, VA 22801. Vendors would lease the space within the Clubhouse and provide food services to patrons and visitors.

2.0 BACKGROUND

The City of Harrisonburg was established in 1780 and was named for Thomas Harrison, who donated the land for the Rockingham County Court House, which became the permanent county seat of Rockingham County in 1781. The City was incorporated in 1849 and was proclaimed a city of the first class in April 1990. It now encompasses 17.3 square miles and serves a population of approximately 51,200. The City of Harrisonburg manages a workforce of approximately 790 employees responsible for providing government services to our citizens.

Heritage Oaks Golf Course is a City-owned facility designed by Bill Love and opened in 2001. It is an 18 hole, 6324 yard par 70 course with bentgrass tees, greens and fairways. The course is easy to walk, immaculately maintained and popular with all age groups and skill levels. It is located on the west side of Harrisonburg within the city limits with easy access from major roadways and includes a driving range and pro shop. It is open 364 days of the year weather permitting and averages over 29,000 rounds of golf per year. The food service operation is intended to attract additional golfers and golf events to the facility along with attracting the general public. This recent addition (2011) to Heritage Oaks Golf Course, presents a great opportunity for the right vendor. With limited availability of restaurants on the West side of the city and its proximity to nearby housing developments near Garbers Church Road (Belmont, Parklawn, Stonefield, Glanzer, Westfield) and Harrisonburg High School across the street, could provide nearby customers.

3.0 SCOPE OF WORK

3.1 FOOD SERVICES AREA DETAILS

A welcoming and well-appointed food service area adds a significant amenity to the already very popular golf course. This food service area is a dedicated space adjacent to the proshop and check in desk and can be accessed from the main entrance and an entrance directly in front of the practice putting green. There is also a golf cart drive up window for call-ahead orders, take-out and to-go service. The food service area consists of the following:

3.1.1. Dining Area:

- a. approximately 650 sq. ft. of dining area seating
- b. 12 tables with chairs seating approx 42
- c. access to outdoor patio area with 5 tables and additional seating capacity of approximately 20+ people

3.1.2. Kitchen Area:

- a. 39 x 10 kitchen, food storage area
- b. (1) 3 bay dish sink with garbage disposal
- c. (1) hand sink
- d. walk-in refrigerator/freezer
- e. deep fryer
- f. 60” gas restaurant range with 36” griddle, 2 ovens, 4 burners
- g. work table
- h. exhaust hood
- i. storage racks
- j. floor sink
- k. ice maker w/ 260 lb. storage
- l. reach in refrigerator
- m. 13.35 sq. ft. bottle cooler
- n. refrigerated sandwich prep table
- o. small chest freezer

3.1.3. Serving Area: (approx 114 sq. ft.)

- a. service counter
- b. work counter space
- c. outside service window

3.1.4. Additional Amenities:

- a. data/phone jack
- b. convenient access to public restrooms
- c. ample parking in front of clubhouse

3.1.5. Beverage Cart:

A motorized (gas powered) golf cart with provisions for cooled food and drink shall be available to the successful offeror as part of the concession package. Gas for the beverage cart is provided by Heritage Oaks Grounds Maintenance division. Concessionaire is responsible for all damages and maintenance issues beyond normal wear and tear.

3.1.6. Food Service Area Sizes:

Food Service Area	Approximate Square Footage
Dining Area	650 sq. ft. (not including patio)
Kitchen Area	390 sq. ft.
Serving Area	114 sq. ft.
Patio Area	880 sq. ft.

Drawings of the Kitchen, Dining Area, Service Area and Patio are included in this document as **Attachment J**.

3.1.7. Additional Equipment Needs:

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

3.2 EXPECTATIONS OF THE OFFEROR

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

- 3.2.1. Operate the food and beverage service as a private business 7 days a week, during the golfing season primarily during the months March through November. A full year-round operation is also an option. The preferred tentative hours of operation will be Monday through Sunday, including all holidays. Golf course hours are usually daylight to dusk, weather permitting. Please specify your proposed AM and PM hours of operation for the food service area if different than the proposed schedule listed above (realizing that there is great potential for business prior to golfers playing their round and even greater potential for business after the round is played). The City is willing to discuss potential changes or variations from this schedule.
- 3.2.2. Hire employees with excellent customer service skills in a sufficient number to ensure a high level of service
- 3.2.3. Offer a variety of quality food and drink options. Vendors are to provide the proposed menu items and prices for review and approval by the City
- 3.2.4. Be responsible for obtaining all City of Harrisonburg and Commonwealth of Virginia operating permits and licenses including but not limited to health permits, business licenses and ABC licensing. (Beer, wine only) Previous food and beverage providers have successfully obtained an ABC license so the ABC board is familiar with our property and golf course operations.
- 3.2.5. Be responsible for providing workers' compensation and insurance, and for making unemployment, workers' compensation and social security contributions.
- 3.2.6. Be responsible for keeping the food service work spaces and dining areas clean and sanitary. A regular cleaning schedule should be established and conducted to ensure sanitary, clean and safe conditions for the kitchen and dining areas.
- 3.2.7. Upon termination of contract, be responsible for the cleaning of facilities including all appliances, all equipment, refrigerators, floors, sinks, counter tops, tables with special attention to exhaust hood, refrigerators, freezers, floors, grill and fryer. The City reserves the right to inspect the facilities and will determine if the cleanliness is acceptable. Any expenses the City incurs for additional cleaning will be deducted from the \$300 security / cleanliness deposit from the offeror.

- 3.2.8. Be responsible for the daily maintenance and cleaning of City provided restaurant equipment and facilities, vacuuming of floors, sweeping of outside porch, cleaning of tables, etc.
- 3.2.9. Be responsible for keeping accurate and concise records of food service revenues and record all sales. Concession operations are subject to inspection and audit by authorized representatives of the City.
- 3.2.10. Rent shall be due and payable, in advance, on the 1st date of the month. There shall also be a late charge of 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.
- 3.2.11. The prospective Offeror must indemnify the City for violations of federal, state or local laws committed by its employees, including attorney fees and costs.
- 3.2.12. The prospective Offeror shall furnish all labor, materials, equipment, insurance and health permits to perform all work as described and required for provision of food services at the facility excluding what is provided by the city
- 3.2.13. All signage provided by the Offeror related to the food service area must be approved by the City prior to posting. Heritage Oaks Golf Course will provide a limited amount of signage for advertising and promotional purposes only.
- 3.2.14. The offeror is expected to advertise and operate the business as a standalone restaurant attracting non-golf customers to frequent the restaurant as well as every day golfers. All advertising must be approved by the City prior to release.
- 3.2.15. 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 unless repairs and damages are a result of a deliberate act of the offeror.
- 3.2.16. The Offeror will submit a marketing/business plan with the RFP to specify how it intends to market the facility to the outside, non-golfing general public.
- 3.2.17. The Offeror will be expected to operate the beverage cart particularly on weekends, holidays and during special events, outings and tournaments.
- 3.2.18. The Offeror will submit a credit report to demonstrate the ability to execute, plan and pay bills.

3.3 COMPENSATION

The Offeror shall demonstrate the ability to provide a cost-efficient revenue generating solution. Offeror must supply and/or agree to the following:

- 3.3.1. The City proposes a sliding scale rental rate during the months of operation:
 - 3% of gross revenues for food, non-alcoholic and alcoholic beverages for the first calendar year of the contract;
 - 4% of gross revenues for food, non-alcoholic and alcoholic beverages for the second calendar year of the contract;
 - 5% of gross revenues for food, non-alcoholic and alcoholic beverages for the third calendar year of the contract.
- 3.3.2. Proposed seasonal rent to the City for the nine (9) month golf season which is primarily March – November, with the option to remain open year round.
- 3.3.3. The Offeror will not pay rent for gross revenues for food, non-alcoholic and alcoholic beverages for the months of December, January and February.
- 3.3.4. Deposit in the amount of \$300 to be provided within fourteen (14) calendar days of Contract Award. Deposit will be accepted in the form of a certified check or cashier's check. Deposit will be refunded at the end of the contract term subject to the City's inspection of facilities to determine cleanliness and/or damages.

3.4 BUSINESS/MARKETING PLAN

Offeror's business/marketing plan should meet the needs of the golfing patrons as well as the general public.

3.5 REPORTING AND DELIVERY INSTRUCTIONS

The successful Offeror must provide a monthly gross sales report(s) to the Golf Course General Manager outlining the following:

1. The gross amount of sales, the gross amount of items sold and the gross amount of revenue generated.
2. Reports must be submitted by 5:00 p.m. on the 10th of the month to the General Manager of Heritage Oaks Golf Course for the preceding month. The percentage (%) of gross revenues payment for the previous month must be included with the reports.

Within fifteen (15) calendar days after the award date of the contract, the Offeror must furnish a preliminary menu with prices to the Golf Course Manager.

3.6 ANTICIPATED SCHEDULE

The following represents a tentative outline of the process currently anticipated:

Deadline to receive written proposals: **See Section 8.0.**

Interviews and selection process: **February 1, 2016 – February 16, 2016**

Lease period starts: **To be determined, estimated March 1, 2016**

4.0 SITE VISITS

No pre-proposal meeting will be held for this RFP; however Offerors are welcomed and encouraged to arrange a site visit to the Heritage Oaks Golf Course Clubhouse. Site visits may be coordinated with David Johns or Kelly Adams at 540-442-6502, or David Wigginton at 540-433-9168. Please call ahead to arrange a visit. No site visits will be allowed for after the last day for questions (Section 9.0 below).

5.0 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 and beverage services at the Heritage Oaks Golf Course Clubhouse.

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 information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Proposals shall be signed by an authorized representative of the Offeror.

In order to enhance the evaluation process and provide each firm an equal opportunity for consideration, adherence to a standardized technical proposal format is required. Responses should be as thorough and detailed as possible so that the City may properly evaluate the firm's capabilities to provide the required services. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required.

The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror(s) may deem appropriate:

TAB 1	<ul style="list-style-type: none">• Cover Sheet (first page of this RFP), completed;• Table of Contents – all pages are to be numbered;• Cover Letter/Executive Summary on company letterhead signed by a person with the corporate authority to enter into any contract which results from the RFP.
TAB 2	EXPERIENCE & QUALIFICATIONS OF FIRM <ul style="list-style-type: none">• Attachment H. References List
TAB 3	MENU, COMPENSATION & SCHEDULE
TAB 4	REQUIRED FORMS <ul style="list-style-type: none">• Attachment B. Proprietary/Confidential Information Identification Form

	<ul style="list-style-type: none"> • Attachment C. State Corporation Commission (SCC) Form • Attachment D. Insurance Requirements Form • Attachment E. Non-Collusion Affidavit • Attachment G. Notice of Exceptions
TAB 5	Addenda , signed (<i>if any</i>)
TAB 6	Other Services (<i>optional</i>)

Below are the items that should be addressed in each of the above-listed TAB sections:

5.1. TAB 2: EXPERIENCE & QUALIFICATIONS OF FIRM:

- 5.1.1. Company philosophy, history and areas of expertise;
- 5.1.2. Years in business providing this type of good or service (years & months);
- 5.1.3. Experience within the food service industry;
- 5.1.4. Staffing: Provide the names, qualifications, degrees, certifications, experience and licenses of key employees, to be assigned to the project. Provide the length (time and number of locations/events) of relationship the Offeror has with the proposed employees
- 5.1.5. Attachment H. References List

5.2. TAB 3: MENU, COMPENSATION & SCHEDULE

- 5.2.1. Offeror agrees to City’s sliding scale rental rate during the months of operation.
- 5.2.2. State the days of the week and hours of operation proposed;
- 5.2.3. State if business will be open for operation for nine (9) or twelve (12) months out of the year;
- 5.2.4. Estimated date to open the food and beverage services to the public;
- 5.2.5. Ability to provide the deposit within 14 calendar days of Contract Award.
- 5.2.6. Proposed seasonal rental amount;
- 5.2.7. Describe the variety of food, drink and snack food items offered and associated pricing;
- 5.2.8. Provide your business/marketing plan.

5.3. TAB 6: OTHER SERVICES (*optional*):

The Offeror may provide information for other services or programs that are available to its clients that may not be specified in this proposal. Additional services should be provided with cost listed as well as details and description of the offering.

6.0 GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA

Offerors shall review and take into consideration all aspects of the City’s General Terms and Conditions listed in Attachment A.

7.0 INSURANCE REQUIREMENTS

Offerors shall complete and return with their proposal Attachment D. Insurance Requirements Form.

8.0 INSTRUCTIONS TO OFFERORS

All proposals must be in an opaque, sealed envelope or box and clearly marked: “**Sealed Proposal: Operation of Food Service at Heritage Oaks RFP 2016027-PR-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 three (3) identical paper copies and one (1) identical electronic copy (on CD or thumb drive) of the proposal documents. Proposal documents shall be mailed or hand-delivered to the **Purchasing Office located at 409 South Main Street, Third Floor, Harrisonburg, VA 22801**. Office hours are Monday through Friday, 8:00am to 5:00pm, except City holidays (www.harrisonburgva.gov/city-holidays). Faxed or emailed proposals will not be accepted. Proposals shall be received by the Purchasing Office no later than **January 29, 2016 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.

If City Hall is closed for business at the time scheduled for bid opening, for whatever reasons, sealed proposals will be accepted and opened on the next business day of the City, at the originally scheduled hour.

9.0 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) or by fax (540-432-7779). 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 and also on eVA at www.eva.virginia.gov. All questions must be received no later than **January 22, 2016 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.

*PLEASE NOTE: The City of Harrisonburg will be CLOSED on January 1, 2016 in observance of New Year’s Day. The City will also be CLOSED on January 15, 2016 in observance of Lee Jackson Day as well as January 18, 2016 for Martin Luther King Jr. Day. Please take this into consideration when submitting questions and/or your proposal.

10.0 MODIFICATION & WITHDRAWAL OF PROPOSAL

An offeror may modify or withdraw his proposal, either personally or by written request, at any time prior to the scheduled time for opening of proposals. After proposal opening, Code of Virginia 2.2-4330 B. 1. shall apply: "The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice."

11.0 PROPOSAL EVALUATION CRITERIA

Selection of the successful proposal will be based upon submission of proposals meeting the selection criteria. Proposal evaluations will be based on percentages, using the following minimum selection criteria:

- 1. Experience:** Quality of references, past experience and additional business venture(s). Satisfaction of former clients, creativity in problem solving, management, cleanliness, promptness of payment. [30%]
- 2. Qualifications & Ability to Provide the Services:** Specific information on the company's ability to deliver the required services. The ability, experience and continuity of the proposed staff, consultants and sub-consultants to be assigned to the project including the capability of the required staff to perform the services needed with the timeframe designated to provide the solution to the City. The Offeror's ability to deliver the required services on time and in accordance with the Scope of Work. Background on the company, including the number of years in business. [30%]
- 3. Marketing/Business Plan:** How well does the business/marketing plan meet the needs of the golfing public as well as general public. [25%]
- 4. Menu & Menu Pricing:** The variety of food, drink and snack food items offered and associated pricing. [15%]

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.

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.

12.0 CONTRACT TERM

The subsequent contract will be for an initial three (3) year term with the anticipated contract(s) start date of **March 1, 2016**. The City shall have the option to renew the contract for two (2) additional two (2) year terms. Contract terms may be revised after the initial three (3) year term. Changes in cost for renewal periods will be based on mutual agreement between both parties.

For any pricing increases the contractor will need to provide written justification and documentation to support such request.

13.0 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. Price 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 Procurement Manager will post a Notice of Award on the City's website at www.harrisonburgva.gov/bid-proposal-award-notifications and also on eVA at 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.

Successful Offeror shall contact the Commissioner's Office to obtain proper business licensing for the City of Harrisonburg, if it does not already possess (540-432-7707).

The City reserves the right to make on-site visitations to assess the capabilities of individual Offeror(s) and to contact references provided with the proposal.

The City reserves the right to award a contract(s) to as many Offeror(s) as deemed necessary to fulfill the anticipated requirements of the City of Harrisonburg.

This agreement spells out the monthly rental rate for the operation of the food and beverage service for Heritage Oaks Golf Course. The City will be responsible for all utility charges except telecommunications. The selected Offeror will be responsible for telecommunication charges.

The City reserves the right to terminate the agreement should the successful offeror fail to provide services as outlined in the Agreement to the satisfaction of the City. The Successful Offeror will be provided fourteen (14) calendar day's written notice to cure any defect, which will be sent to the business address of Successful Offeror on file at the City Purchasing Office. The City retains the right to terminate the agreement to the satisfaction of the City during the fourteen (14) calendar day period. The City also retains the right to modify this agreement with the written consent of the Successful Offeror.



ATTACHMENT A. GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA (JUNE 2013)

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.

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 ITBs 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 usually 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>.



ATTACHMENT B. PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM

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 FROM DISCLOSURE

Check this box if there are none.

Note: If proprietary/confidential information is identified, Offeror is required to submit a redacted copy of their proposal in addition to the required number of proposals requested.

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



ATTACHMENT C. STATE CORPORATION COMMISSION (SCC) 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. **Attach opinion of legal counsel to this form.**

****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 City 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 D. 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.) The contractor will maintain Fire Damage Legal Liability in the amount of \$500,000. 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.

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 submission.***



ATTACHMENT E. NON-COLLUSION AFFIDAVIT

Under oath, I hereby affirm under penalty of perjury:

- (1) That I am the offeror or a partner of the offeror, or an officer or employee of the offeror's corporation with authority to sign on its behalf;
- (2) That the attached proposal or proposals have been arrived at by the offeror and have been arrived at and submitted without collusion or any design to limit bidding or competition;
- (3) That the contents of the proposal or proposals have not been communicated to any person not an employee or agent of the offeror on any bid furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of the proposal or proposals; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed _____

Title _____

Firm Name _____

CITY / COUNTY OF _____,
COMMONWEALTH OF VIRGINIA, to wit:

I, _____, a Notary Public, do certify

that _____ whose name is signed to

the foregoing has this date acknowledged the same before me in my City foresaid.

Given under my hand this _____ day of _____, 20____.

My Commission expires _____.

Notary Public

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



**ATTACHMENT F. CITY OF HARRISONBURG SAMPLE
STANDARD CONTRACT RFP**

This Contract entered into this ___ day of _____ 20___, by _____ hereinafter called the “Contractor” and City of Harrisonburg, VA, called the “Owner”.

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

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

PERIOD OF PERFORMANCE: From _____ through _____.

The contract documents shall consist of:

- (1) This signed form;
- (2) The entire City of Harrisonburg’s Official Request for Proposal (no revisions by the Contractor)

dated: _____

If applicable, any Official City Addenda:

#1, dated: _____

- (3) The Contractor’s Proposal dated _____ and the attached negotiated modifications (if applicable) to the Proposal, all of which documents are incorporated herein.

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

CONTRACTOR:

CITY OF HARRISONBURG, OWNER:

By: _____ By: _____

Title: _____ Title: _____

**Note: This form is just for reference and is not required to be submitted with your Proposal.*



ATTACHMENT G. NOTICE OF EXCEPTIONS

List exceptions to any portions of RFP (General Terms & Conditions, Federal Terms & Conditions, Special Terms & Conditions):

Check this box if there are none.

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



ATTACHMENT H. REFERENCES LIST

Indicate below a listing of at least three (3) current or recent client references, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods or services.

Reference #1

Company: _____ Contact Person: _____

Phone #: _____ Email: _____

Project: _____ Dates of Service: _____

Reference #2

Company: _____ Contact Person: _____

Phone #: _____ Email: _____

Project: _____ Dates of Service: _____

Reference #3

Company: _____ Contact Person: _____

Phone #: _____ Email: _____

Project: _____ Dates of Service: _____

Indicate below a listing of at least one (1) current or recent client/account that has terminated your company's services within the last two (2) years. Account(s) are preferred to be government accounts of a similar size and nature.

Reference #4

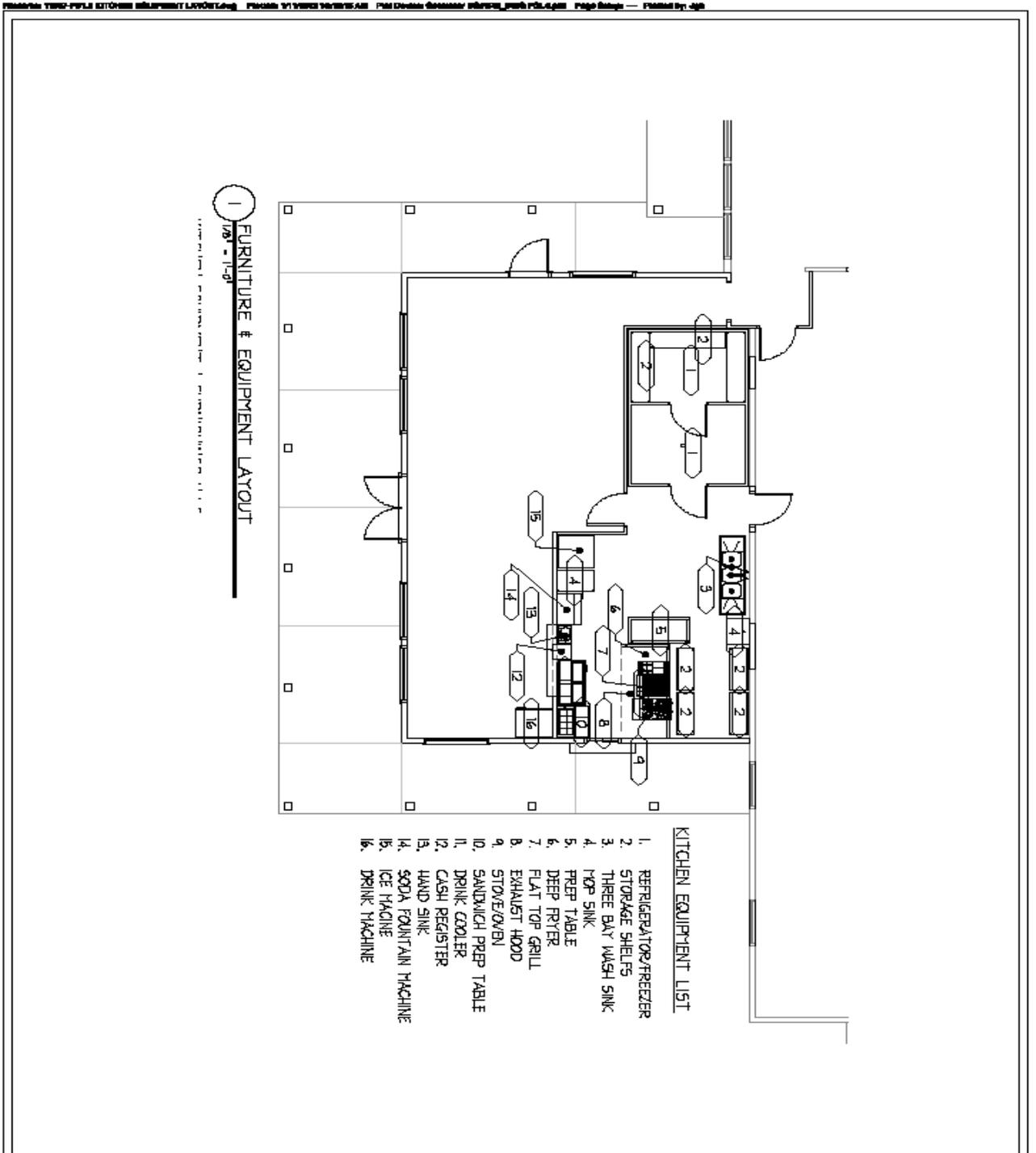
Company: _____ Contact Person: _____

Phone #: _____ Email: _____

Project: _____ Dates of Service: _____

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

ATTACHMENT I. DRAWING



- KITCHEN EQUIPMENT LIST**
1. REFRIGERATOR/FREEZER
 2. STORAGE SHELF
 3. THREE BAY WASH SINK
 4. TOP SINK
 5. PREP TABLE
 6. DEEP FRYER
 7. FLAT TOP GRILL
 8. EXHAUST HOOD
 9. STOVE/OVEN
 10. SANDWICH PREP TABLE
 11. DRINK COOLER
 12. CASH REGISTER
 13. HAND SINK
 14. SODA FOUNTAIN MACHINE
 15. ICE MACHINE
 16. DRINK MACHINE

KITCHEN EQUIPMENT LAYOUT
Snack Bar Addition & Locker Room
Modifications

HERITAGE OAKS GOLF COURSE
HARRISONBURG, VIRGINIA

APR ASSOCIATES
 Architecture
 & Planning
 & Resources
 200 New Jackson Square
 Harrisonburg, Virginia
 22801
 (540) 544-4900

Date: 1/11/2012
 Project: 11007

FD1.5

NOTICE: DRAWINGS PLOTTED FROM ADOBE READER PDF FILES ARE NOT 100% TO SCALE, THEREFORE DO NOT SCALE OFF SUCH DRAWINGS.

ATTACHMENT J. PHOTO'S OF KITCHEN, DINING & SERVICE AREA





