



**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: February 5, 2016	REQUEST FOR PROPOSAL NUMBER: 2016034-PR-P	FOR: Operation of Food Service at Heritage Oaks Golf Course Clubhouse RE-BID
DEPARTMENT: Parks & Recreation	DATE/TIME OF CLOSING: March 17, 2016 at 3:00pm local time	CONTRACT ADMINISTRATOR: David Wigginton, Assistant Director of Parks & Recreation Department
DATE/TIME LAST DAY FOR QUESTIONS: March 10, 2016 at 12:00pm (noon) local time	DATE/TIME PRE-PROPOSAL MEETING: March 2, 2016 at 11:00am local time	PRE-PROPOSAL MEETING MANDATORY: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input 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 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

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.

2.1 2015 SYNOPSIS – PATRONS, LEAGUES, TOURNAMENTS, OUTINGS, ETC.

There were 29,833 round of golf played at Heritage Oaks in 2015 and Heritage Oaks annually hosts between 40 – 50 outings/tournaments. This past year Heritage Oaks hosted 44 golf outing/tournaments during the golf season. Many of these tournaments were fundraisers for various organizations.

Heritage Oaks also hosts its “Heritage Series” which is comprised of 9 events open to the community, except our Club Championship which is only open to Season Pass Holders or members of one of our several leagues. There are also 4 regular leagues that play weekly: Men’s League, Women’s League, Senior League and Mixed/Couples League.

Heritage Oaks is also the home course for 4 local school teams (Harrisonburg High School, Turner Ashby High School, Eastern Mennonite School & Eastern Mennonite University).

The Virginia State Golf Association brought in a VSGA Collegiate Tournament this year which saw 12 Virginia Colleges & Universities compete over a two day event.

Heritage Oaks Golf Course also hosted the Virginia High School League which held 3 Conference Tournaments (Conference 21A, 29 and 44) with 21 teams participating and Regional Tournaments (Conference 24, 23, 22, 21A and 21B) with 23 teams participating.

2.2 COMMUNITY SETTING & NEARBY OPPORTUNITIES

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, the food service vendor could provide food and beverages to nearby customers.

2.3 PREVIOUS TENANTS

The restaurant at Heritage Oaks has had two (2) previous tenants. One tenant offered Bar-B-Que as the primary menu choice along with sides, soft drinks, sports drinks, an assortment of beer and some wine. The second tenant offered primarily Italian food, pasta's, deserts, soft drinks, sports drinks, an assortment of beer and some wine.

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
- d. new carpeting to be installed February/March 2016

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

- 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
- d. close to numerous sub divisions, high school, etc.
- e. City pays utilities (electric & water) for site

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. The beverage cart offers an excellent opportunity as an additional revenue source. Mandatory training for the proper operation of the beverage cart can be done by the Golf Pro or Golf Shop Manager. Gas for the beverage cart is provided by Heritage Oaks Grounds Maintenance division. Vendor 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 H.

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 HOURS OF OPERATION

3.2.1. The City can be fairly flexible on the days and hours of operation for food and beverage services. It is preferred that the Offeror be open for lunch and dinner hours, seven (7) days a week, nine (9) months a year (March through November), including holidays. A full year-round operation is also an option. Golf course hours are usually daylight to dusk, weather permitting. The desired hours of operations are from approximately 11:00am to 8:00pm and may be subject to seasonal variations. Food service shall include hot food items (selection to be negotiated with successful Vendor) at lunch and dinner daily.

3.2.2. Offeror shall notate in their proposal response if hours of operation proposed vary from the above schedule and shall specify your proposed days and hours of operation for the food service area. The City is willing to discuss potential changes or variations from this schedule.

3.3 EMPLOYEES

3.3.1. Offeror shall hire employee(s) with excellent customer service skills in a sufficient number to ensure a high level of service. Offeror shall be responsible for adhering to all federal, state and local laws related to employees.

3.4 FOOD & BEVERAGE SERVICES

- 3.4.1. Vendor shall 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.
- 3.4.2. Offeror will 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; the ABC board is familiar with our property and golf course operations.
- 3.4.3. Within fifteen (15) calendar days after the award date of the contract, the Offeror must furnish a final menu with prices to the Golf Course Manager.
- 3.4.4. The Offeror will be expected to offer seasonal beverage cart service, particularly on weekends, holidays and during special events, outings and tournaments. All beverages sold at either fixed or portable locations within Heritage Oaks shall not be in glass containers. Glass containers for public consumption of drinks at public events shall be prohibited.

3.5 CLEANING, UPKEEP & MAINTENANCE OF SITE

- 3.5.1. 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. A concerted effort by the food & beverage provider shall be made to keep kitchen floor grease and potential carpet stains from leaving the kitchen area and entering the restaurant area.
- 3.5.2. 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.

3.6 SITE LEASE INFORMATION

- 3.6.1. Offeror shall provide a flat rate, monthly seasonal rent amount to lease the space during the nine (9) month golf season which is primarily March – November, with the option to remain open year round. The vendor shall have the option to remain open during December through February but no rental fee shall be collected during the months of December through February. Other offer may be negotiated. City will not accept rental amount less than \$250 monthly.
- 3.6.2. 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.

- 3.6.3. Security deposit in the amount of \$250 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.
- 3.6.4. Upon termination of contract, Vendor shall 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 security deposit from the offeror.
- 3.6.5. The prospective Offeror must indemnify the City for violations of federal, state or local laws committed by its employees, including attorney fees and costs.
- 3.6.6. 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.
- 3.6.7. 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.
- 3.6.8. The lease period is anticipated to begin April 1, 2016. There is flexibility on this date. Offeror shall notate in Attachment G their estimated opening date for the season.
- 3.6.9. The City will be responsible for all utility charges except telecommunications. The selected Offeror will be responsible for telecommunication charges.
- 3.6.10. The vendor shall assume liability for all applicable taxes, including but not restricted to sales, property, meals and beverages. The City will not be responsible for paying fees, taxes, or other charges of any kind outside the scope of this proposal.

3.7 ADVERTISING & MARKETING

- 3.7.1. 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.
- 3.7.2. The Offeror is expected to advertise and operate the business as a potential 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.

3.7.3. 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.

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

4.0 PRE-PROPOSAL MEETING & SITE VISITS

The City will host a pre-proposal meeting on March 2, 2016 at 11:00 am local time at the Heritage Oaks Golf Course Clubhouse located at 680 Garbers Church Road, Harrisonburg, VA 22801. This meeting is not mandatory, however any interested vendors are invited and recommended to attend. A site tour will be held and facility staff will be in attendance to answer any questions. A list of questions and answers will be generated from the meeting and posted as an addendum on the City's website (www.harrisonburgva.gov/bids-proposals) and also on eVA (www.eva.virginia.gov).

In addition to the pre-proposal meeting, 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. 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.

The following is a checklist of items that the Offeror shall include in their proposal response:

- Cover Sheet (first page of this RFP)
- Proposed menu & pricing information
- Business/Marketing Plan
- Attachment B. State Corporation Commission (SCC) Form
- Attachment C. Insurance Requirements Form
- Attachment E. References List
- Attachment F. Company Background & Qualifications
- Attachment G. Operations & Lease Information
- Addenda, signed (if any)

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 C. 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 2016034-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 **March 17, 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 **March 10, 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.

10.0 PROPOSAL EVALUATION CRITERIA

Selection of the successful proposal will be based upon submission of proposals meeting the selection criteria. Consideration will be given to new and start-up vendors just getting into the Food & Beverage business. 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. [15%]
- 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. 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, Pricing, Services & Products Offered:** The variety of food, drink and snack food items offered and associated pricing. The menu items are appropriate, coincide with and reflect the needs of the golfers and potential non-golfers alike. [15%]
- 5. Understanding of Concept:** Understanding of the City's desired concept and the suitability of the Offeror's proposed concept for food and beverage. [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.

11.0 CONTRACT TERM

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

12.0 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 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.

ATTACHMENT A.

GENERAL TERMS AND CONDITIONS OF THE CITY OF HARRISONBURG, VA

These General Terms & Conditions shall apply to all purchases and be a part of every contract awarded by the City of Harrisonburg unless otherwise specified in writing. Bidders/Offerors are expected to inform themselves fully as to the conditions, requirements and specifications before submitting bids/proposals. Procurement by the City is subject to the Virginia Public Procurement Act (VPPA) Title 2.2, Chapter 43 of the Code of Virginia and the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg and any revisions thereto. If an inconsistency exists between the VPPA and the Purchasing and Contracting Policy Manual for the City, the VPPA Virginia Code sections take precedence.

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DEFINITIONS

- ADDENDUM/ADDENDA:** Addition(s) or supplement(s) to a solicitation to clarify, modify or support information which becomes part of the contract.
- BID:** The offer of a prospective vendor/supplier to an Invitation To Bid to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.
- BIDDER/OFFEROR:** Any individual, company, firm, corporation, partnership or other organization who submits a response to an Invitation to Bid or a Request for Proposal and offering to enter into a contract with the City.
- COLLUSION:** A secret agreement or cooperation between two or more parties to accomplish a fraudulent, deceitful, or unlawful purpose.
- CONFLICT OF INTEREST:** An actual or potential situation in which the personal interests of a vendor, employee or public official are, or appear to be, in conflict with the best interests of the City.
- CONTRACTOR:** The entity that has a direct contract with the City to furnish goods, services or construction for a certain price.
- CITY or OWNER:** City of Harrisonburg, Virginia.
- DAY(S):** Defined as calendar days unless otherwise specified as business days.
- INFORMALITY:** A minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid or Request for Proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.
- INVITATION TO BID (ITB):** A formal request which is made to prospective suppliers (bidders) for their quotation on goods, services, or construction desired by the City. The issuance of an ITB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia). **2.2-4301**

PROPOSAL: The document submitted by the offeror in response to the RFP to be used as the basis for negotiations for entering into a contract.

PURCHASING AGENT: The individual employed and given authority by the Harrisonburg City Council by adoption of the City of Harrisonburg Purchasing and Contracting Policy Manual. Purchasing Agent may also be referred to as Procurement Manager.

REQUEST FOR PROPOSAL (RFP): A formal request for a proposal from prospective offerors which will indicate the general terms which are sought to be procured from the offeror and where negotiations are conducted to come to a final contract. The RFP will specify the evaluation criteria to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance.

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid/proposal which conforms in all material respects to the ITB or RFP.

SOLICITATION: A formal document issued by the City with the intent to purchase goods, services or construction. Can be either an Invitation To Bid or a Request For Proposal.

SWAM: Small, Women, and Minority-owned businesses.

SUBCONTRACTOR: A business entity that has a contract to supply labor or materials to the prime contractor to whom the contract was awarded or to any subcontractor in the performance of the work provided for in such contract.

CONDITIONS OF BIDDING

BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/proposal prices in US dollars.

BID/PROPOSAL ACCEPTANCE PERIOD: Unless otherwise specified, all bids/proposals submitted shall be binding and may not be withdrawn for sixty (60) days following the bid/proposal opening date and time, unless extended by mutual consent of all parties. If the bid/proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

CANCELLATION OF SOLICITATIONS: **2.2-4319** An ITB, RFP or any other solicitation may be cancelled or rejected, but shall not be cancelled or rejected solely to avoid awarding a contract to a particular responsive and responsible bidder/offeror. The reasons for cancellation shall be made part of the contract file.

CITY HALL CLOSURE: If City Hall is closed for business at the time scheduled for the bid opening, for whatever reasons, sealed bid/proposal will be accepted and opened on the next business day of the City, at the original scheduled hour.

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 identified in the solicitation no later than five (5) business days before the due date. Any revisions to the solicitation will be made only by addendum issued by the City.

CONFLICT OF INTEREST/COLLUSION: Contractor certifies by signing their bid/proposal submission to the City, that no conflict of interest or collusion exists between the Contractor and City that interferes with fair competition and no conflict of interest or collusion exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the City.

DEBARMENT STATUS: By signing their bid/proposal, the bidders/offerors certify that they are not currently debarred from submitting bids/proposals on contracts from any agency, public entity/locality or authority of the Commonwealth of Virginia.

DISCRIMINATION PROHIBITED: **2.2-4310** In the solicitation or awarding of a contract the City shall not discriminate against a bidder/offeror because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. The City encourages the participation of SWAM and Veteran-Owned businesses (as defined in 2.2-4310(F) in public procurement activities. Towards that end, the City encourages contractors to provide for the participation of SWAM/Veteran-Owned businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities.

ERRORS IN BIDS/PROPOSALS: When an error is made in extending total prices, the unit price will govern. Bidders/Offerors are cautioned to recheck their bids/proposals for possible errors prior to submission.

ETHICS IN PUBLIC CONTRACTING: 2.2-4371 By submitting their bids/proposals, the 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 or minimal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

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.

LICENSES, 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. At or prior to delivery of the signed contract, the bidder/offeror to whom the contract is awarded shall deliver to the City a copy of their City Business License (if applicable). The bidder/offeror shall ensure that the Business License indicates a basis amount equal to or greater than the awarded Contract value. For information on City Business Licenses contact the Harrisonburg Commissioner of the Revenue's office at 540-432-7704. The bidder/offeror must have all necessary licenses to perform the services in the Commonwealth of Virginia and, if practicing as other than an individual, be authorized to do business in the Commonwealth of Virginia.

MANDATORY USE of CITY FORMS AND TERMS and CONDITIONS for ITBs AND RFPs: Failure to submit a bid/proposal on the official City form(s) provided or in the format identified, for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the ITB or RFP may be cause for rejection of the bid/proposal. The City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid/proposal which has been modified. As a precondition to its acceptance of an ITB response, 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 to the provisions of the contract shall be effective unless the modification is incorporated into the contract document.

MODIFICATION & WITHDRAWAL OF BIDS/PROPOSALS: 2.2-4330

1. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

2. 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.
3. No bid shall be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
4. If a bid is withdrawn in accordance with this section, the lowest remaining bid shall be deemed to be the low bid.
5. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
6. The public body shall notify the bidder in writing within five business days of its decision regarding the bidder's request to withdraw its bid. If the public body denies the withdrawal of a bid under the provisions of this section, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the public body shall return all work papers and copies thereof that have been submitted by the bidder.
7. These procedures also apply for the withdrawal of bids for other than construction contracts.
8. A bidder/offeror may modify or withdraw his bid/proposal, either personally or by written request to the Purchasing office at any time prior to the scheduled time for opening of bids/proposals.

PUBLIC INSPECTION OF CERTAIN RECORDS: 2.2-4342 Public inspection of all records is strictly governed by Code of Virginia 2.2-4342 and in accordance with the Virginia Freedom of Information Act (VA Code 2.2-3700 et seq). Any inspection of procurement transactions shall be subject to reasonable restrictions to ensure the security and integrity of the records. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

REVISIONS to the OFFICIAL ITB/RFP: No bidder/offeror shall modify, revise, edit or make any unauthorized change(s) to the original official ITB/RFP. The official solicitation document and the Addenda(um) are the documents posted on the City of Harrisonburg's web site, www.harrisonburgva.gov/bids-proposals. 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 bidder/offeror by the City of Harrisonburg.

TAXES: Sales to the City of Harrisonburg are normally exempt from State sales tax. Virginia Sales and Use Tax Certificate of Exemption, Form ST-12, will be issued upon request. The City may also be exempt from other taxes and fees.

AWARD

CONTRACT AWARD

For ITB: The award(s) made in response to an ITB will be made to the lowest responsive and responsible bidder(s) for each item, or group of items indicated in the bid. The City reserves the right to make the sole determination of whether the product and/or options offered meet the minimum specifications and is acceptable in accordance with the specifications. The City's decision shall be final. The City reserves the right to make a separate award for each item, a group of items or all items, and to make awards either in whole or in part, whichever is deemed by the City to be in its best interest. Delivery time lines may be a factor in making an award.

For RFP: The award(s) made in response to an RFP will be made to the highest qualified offeror whose proposal is determined to be the most advantageous to the City, taking into consideration the evaluation criteria set forth in the RFP. After negotiations, the offeror who has made the best proposal and provides the best value shall be awarded the contract.

Professional services shall be procured and awarded by competitive negotiation as set forth in **2.2-4302.2 A 4**.

The City reserves the right to cancel a solicitation at any time and to reject any or all bids/proposals, in whole or in part, to waive any informality and to delete items prior to making the award(s), whenever it is deemed in the sole opinion of the City to be in its best interest.

NEGOTIATION WITH THE LOWEST BIDDER: 2.2-4318 Unless all bids are canceled or rejected, the City reserves the right to negotiate with the lowest responsive and responsible bidder to obtain a contract price within the funds available to the City whenever such low bid exceeds the City's available funds for the project. The City shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and the City wishes to negotiate a lower contract price. The times, places and manner of negotiating shall be agreed to by the City and the lowest responsive, responsible bidder.

PRECEDENCE of TERMS: General Terms and Conditions shall apply in all instances with the exceptions for projects funded by the Federal Highway Administration (FHWA) and by the Federal Transportation Administration (FTA). In the event there is a conflict between the General Terms and Conditions and any Federal, Special, Standard, or Supplementary Terms and Conditions in this solicitation, the Federal, Special, Standard, or Supplementary Terms and Conditions shall apply.

QUALIFICATIONS of BIDDERS/OFFERORS: The City may make such reasonable investigations as deemed proper and necessary to determine the responsibility and 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.

SELECTION PROCESS/NOTICE OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Purchasing office will publicly post such notice and/or will notify all responsive bidders/offerors. The City posts all Notice of Awards on its website at www.harrisonburgva.gov/bids-proposals-award-notifications and also on eVA at www.eva.virginia.gov.

CONTRACT PROVISIONS

ANTI-DISCRIMINATION: 2.2-4311 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
City of Harrisonburg, VA - Operation of Food Service at Heritage Oaks Golf Course Clubhouse RFP (RE-BID) (2016034-PR-P) Page 14 of 29

Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities 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.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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.

APPLICABLE LAWS and COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, excluding its conflict of laws provisions, and venue for litigation with any respect thereto shall be proper only in the Circuit Court of Rockingham County, Virginia. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

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 by mutual agreement in writing, to modify the terms, conditions or scope of the contract subject to item 2. below. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the Harrisonburg City Council. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of a bidder/offeror from the consequences of an error in its (bid/offer). **2.2-4309**
3. The Procurement Manager (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 unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the City of the adjustment to be sought, and before proceeding to comply with the notice, shall await the City's written decision affirming, modifying, or revoking the prior written notice. If the City decides to issue a notice that requires an adjustment to compensation, 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. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City with all vouchers and records of expenses incurred and savings realized. The City shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order from the City. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes

Clause of this contract or, if there is none, in accordance with the disputes provisions of the City of Harrisonburg Purchasing and Contracting Policy Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.

CONTRACT EXECUTION: Per City Code (Sec 3-1-2, 3-1-1), the City Manager and the Deputy City Manager shall have authority to execute all contracts and agreements on behalf of the City except as otherwise directed by the Harrisonburg City Council in specific instances.

CONTRACTUAL DISPUTES: Contractual claim procedures shall be as per Code of VA **2.2-4363**.

COOPERATIVE PROCUREMENT: **2.2-4304** Except as prohibited by the current Code of Virginia 2.2-4304, all resultant contracts will be extended, with the authorization of the contractor, to other public bodies to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The City acts only as the "Contracting Officer" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the contract. The City shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

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 items of a comparable quality from other sources and hold the contractor responsible for any resulting additional costs above the contract price when purchases are made in the open market. This remedy shall be in addition to any other remedies, which the City may have.

DRUG-FREE WORKPLACE: **2.2-4312** 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.

IMMIGRATION REFORM and CONTROL ACT OF 1986: **2.2-4311.1** 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.

INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

INSURANCE: By signing and submitting a bid/proposal under this solicitation, the bidder/offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time of contract execution. 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/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.

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.

NONDISCRIMINATION OF CONTRACTORS: 2.2-4343.1H A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

PAYMENT: 2.2-4352 – 2.2-4354

1. To Prime Contractor:

Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however. 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.

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. 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. The City requires an updated IRS Form W-9 be filed with the Purchasing Office at or before the contract is signed.

Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (**2.2.4363**).

2. To Subcontractors:

A contractor awarded a contract under this solicitation is hereby obligated 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;

Notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the 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. Any such contract awarded shall further require the contractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

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.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia **2.2-4311.2** subsection B, a bidder/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/proposal the identification number issued to it by the State Corporation Commission (SCC) and shall not allow the identification number to lapse, be revoked or cancelled at any time during the term of the contract. Any

bidder/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/proposal a statement describing why the bidder/offeror is not required to be so authorized. A link to the SCC site is at <http://www.scc.virginia.gov>.

TERMINATION: Subject to the provisions below, the contract may be terminated by the City upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and perform on all outstanding orders issued prior to the effective date of cancellation.

1. **Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the City, without the required thirty (30) days advance notice, then the City shall be responsible for payment of services up to the termination date.
2. **Termination for Cause:** Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, the City may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) day advance notice requirement is waived in the event of Termination for Cause.
3. **Termination Due to Unavailability of Funds:** Agreements are made subject to the appropriation of funds (including grant funds, gifts or donations) 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.

SPECIFICATIONS

CONDITION OF ITEMS: Unless otherwise specified in the solicitation, all items shall be new, latest edition/model in first class condition.

FORMAL SPECIFICATIONS: When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

USE OF BRAND NAMES: 2.2-4315 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. The City reserves the right to determine the suitability of substituted items for those specified and to accept in whole or in part any and all bids/proposals received.

DELIVERY

DEFECTS OR IMPROPRIETIES: In instances where there is a defect or impropriety in an invoice or in the goods or services received, the City shall notify the supplier of the defect or impropriety, if the defect or impropriety would prevent payment by the payment date. The notice shall be sent within (30) thirty days after receipt of the invoice or the goods or services.

TESTING AND INSPECTION: 2.2-4302.1 The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. Materials or components that have been rejected by the City, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the City.

TRANSPORTATION AND PACKAGING: All materials shipped to the City must be shipped Free On Board (FOB) Destination unless otherwise stated in the contract. 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.



ATTACHMENT B. 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 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 vendor 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 vendor 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 vendor to be insured by a group self insurance association that is licensed by the Virginia Bureau of Insurance. The vendor 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 vendor 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 vendor 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 D. CITY OF HARRISONBURG SAMPLE STANDARD CONTRACT RFP

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

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

SCOPE OF CONTRACT: The Vendor 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 Vendor)

dated: _____

If applicable, any Official City Addenda:

#1, dated: _____

- (3) The Vendor’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.

VENDOR:

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 E. 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: _____

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

ATTACHMENT F. COMPANY BACKGROUND & QUALIFICATIONS

Name of Business: _____

Owner(s) Name(s): _____

Number of Years in Business: _____

Company History: _____

Company Philosophy: _____

Area(s) of Expertise: _____

Brief description/history of experience within the food service industry: _____

Staffing – Provide the names, qualifications, degrees, certifications, experience and licenses of key employees, to be assigned to the contract. Provide the length (time and number of locations/events) of relationship the Offeror has with the proposed employees:

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

ATTACHMENT G. OPERATIONS & LEASE INFORMATION

List proposed schedule, including hours of operation (days of week, hours open, etc.):

Date estimated to open the food & beverage services to the public & explanation, if necessary:

State if business will be open for operation for nine (9) or twelve (12) months out of the year:

***MONTHLY RENT OFFERED:**

Offeror agrees to pay City's a flat-fee, monthly rental rate of:\$ _____

**This rate shall apply during the peak months of operation (9 months out of the year).*

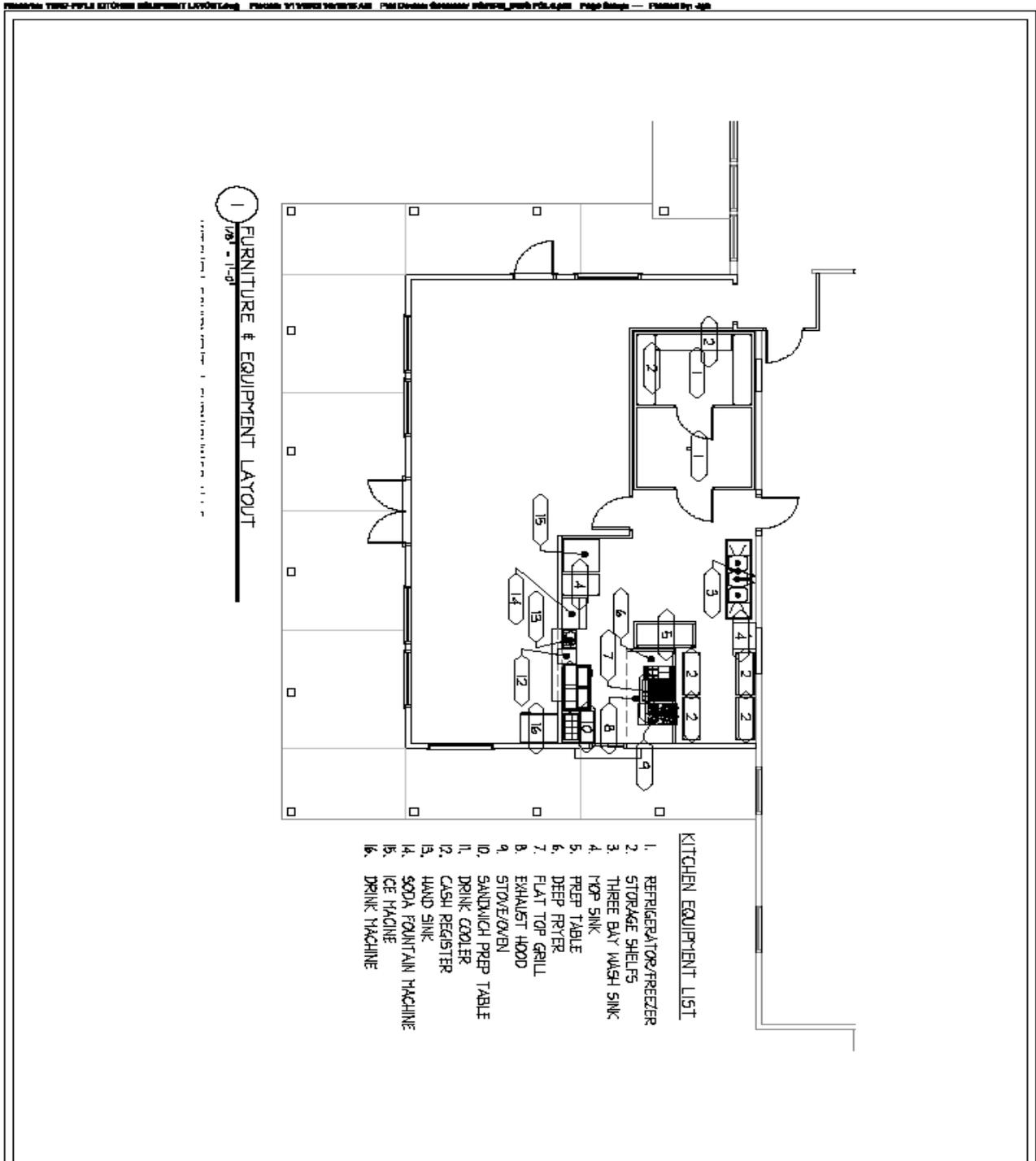
Signature: _____ Date: _____

Name: _____ Title: _____
(Print)

Name of Firm: _____

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

ATTACHMENT H. DRAWING



APR ASSOCIATES
ARCHITECTS
200 New Jubilee Drive
Harrisonburg, Virginia
22801
(540) 544-9800

KITCHEN EQUIPMENT LAYOUT
Snack Bar Addition & Locker Room
Modifications

HERITAGE OAKS GOLF COURSE
HARRISONBURG, VIRGINIA

NOT FOR CONSTRUCTION
Lic. 1441/2017

COMMONWEALTH OF VIRGINIA
ARCHITECT

Date: 1/11/2012
Project: 1107

PD15

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

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







