DEPARTMENT OF FINANCE AND PURCHASING
2111 Beery Road
Harrisonburg, VA 22801
540-432-7794
540-432-1640 Fax

ISSUE DATE: May 7, 2012	**REQUEST FOR PROPOSAL NUMBER:** RFP-HHH-FOOD SERVICE-2012	**FOR:** Operation of Food Service within Hardesty Higgins House
DEPARTMENT: Economic Development	**DATE/TIME OF CLOSING:** Monday May 21, 2012 at 4:00 pm	**CONTRACT ADMINISTRATOR:** Brian Shull, Economic Development Director Brian.Shull@Harrisonburgva.gov

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

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.: _____

Federal Employer Identification # : _____

State Corporation Commission #: _____

Prompt Payment Discount: __% for payment within___days/net ___days

E-mail:

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

CHECK ONE: ☐ **INDIVIDUAL** ☐ **PARTNERSHIP** ☐ **CORPORATION** ☐ **LLC**

Vendor's Legally Authorized Signature _____ Date _____

Print Name _____ Title _____

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by the City of Harrisonburg Purchasing Agent at 2111 Beery Road, 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).

TABLE OF CONTENTS

I. Purpose…….….4
II. Background…….…..4
III. Scope of Services…….…...4
Contractual Requirements…….….7
Offeror Qualifications…….……..7
IV. Anticipated Schedule…….…7
V. General Terms & Conditions – Attachment B…….….8
VI. Special Terms & Conditions…….…….8
VII. Proposal Submission Requirements…….11
VIII. Proposal Response Format……..12
IX. Proposal Evaluation/selection Process…….14

Attachment A: Proposal Signature Sheet……15
Attachment B: General Terms & Conditions……..16
Attachment C: Photos & Drawings……22
Attachment D: Insurance Requirements……..24
Attachment E: Contract…….25

May 7, 2012

REQUEST FOR PROPOSAL
Operation of Food Service Area within Hardesty-Higgins House
HARRISONBURG, VIRGINIA

Qualified entities are invited to submit proposals to **provide general food services** at the Hardesty-Higgins House located at 212 S. Main Street in downtown Harrisonburg, Virginia in accordance with the enclosed specifications. The Hardesty-Higgins House, owned by the City of Harrisonburg, houses Harrisonburg Tourism and Visitor Services, Harrisonburg Downtown Renaissance, Rocktown Gift Shoppe, Valley Turnpike Museum, and Civil War Orientation Center. Over 3,600 visitors come through the Hardesty-Higgins House each month on average. The submittal, consisting of the original proposal and three (3) additional copies marked, "**Hardesty-Higgins Food Service Proposal**", must be **received** no later than **4:00 p.m. on Monday, May 21, 2012** to the address below:

City of Harrisonburg
Purchasing Office
2111 Beery Road
Harrisonburg, Virginia 22801

This RFP and any addenda are available in the Purchasing Office at the above address. Hours are 7:30 AM to 4:30 PM Monday through Friday. Copies may also be picked up at the Municipal Building, 345 S. Main Street, 2nd Floor, in downtown Harrisonburg. Office hours are 8 AM – 5 PM Monday through Friday. The RFP is also available on the City of Harrisonburg website at: www.harrisonburgva.gov/bids

Time is of the essence and any proposal received after **4:00 p.m. on Monday, May 21, 2012**, whether by mail or otherwise, will be returned unopened. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP title and date and hour proposals are scheduled to be received. Offerors are responsible for insuring that Purchasing Office personnel receive their proposal by the deadline indicated.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The City of Harrisonburg reserves the right to accept or reject any or all proposals submitted.

Technical questions concerning this Request for Proposal should be submitted in writing to Brian Shull, Economic Development Director, at 540-432-7736 or brian.shull@harrisonburgva.gov

I. PURPOSE:

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

II. BACKGROUND:

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

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

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

Mrs. Hardesty's Tea Room was the original tenant of this food service area. This successful business was a true complement to the other tenants of the Hardesty-Higgins House during its 6-year tenure within the House. The Owner, Mrs. Margaret Shifflett, elected to retire and close Mrs. Hardesty' Tea Room at the end of August, 2011.

III. SCOPE OF SERVICES:

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

The tea room will be outfitted with the following:

Prep Kitchen Area: (approx 115 sq ft)

a. (1) 3-bowl sink with garbage disposal
b. (1) single-bowl hand sink
c. refrigerator
d. freezer
e. dishwasher
f. work counter space with cabinets below and above
g. oak pantry
h. no exhaust fan (frying is prohibited)

Serving Area: (approx 74 sq ft)

a. service counter

b. work counter space with cabinets below
c. cash register

Dining Area:

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

Additional Amenities:

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

Tea Room Area:	**Square Footage:**
Prep Kitchen Area	approx 13’5” X 8’6” (approx 115 sq ft)
Serving Area	approx 13’5” X 5’6” (approx 74 sq ft)
Dining Area	approx 13’5” X 22’6” (approx 300 sq ft)
TOTAL	**approx 490 sq ft**

Drawings and photos of the Prep Kitchen, Serving Area, and Dining Area are included in this document as **Attachment C**.

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

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

A. Operate the food and beverage service as a private business six (6) days a week, year round. The tentative hours of operation will be Monday through Saturday 9:00 a.m. to 5:00 p.m. Visitor Center hours are 9:00 AM to 5:00 PM seven days per week. Please specify your proposed AM and PM hours of operation for the food service area if different than the proposed schedule listed above. The City is willing to discuss potential changes.

B. Hire employees with excellent customer service in a sufficient number to ensure a high level of service at all times.

C. Offer a variety of quality food options. Vendors are to provide the proposed menu items and prices for review and approval by the City.

D. Be responsible for obtaining required City of Harrisonburg and Commonwealth of Virginia Health Department permits.

E. Be responsible for providing workers' compensation and insurance, and for making unemployment, disability, workers' compensation and social security contributions.

F. Be responsible for the daily maintenance of City-provided equipment and facilities.

G. Be responsible for keeping the food service work spaces and dining areas clean and sanitary.

H. An existing cash register is available for use by successful Proposer. If a different point of sales system is desired, it must be supplied by the vendor. All sales must be recorded. Concession operations are subject to inspection and audit by authorized representatives of the City.

I. The prospective Offeror shall provide as part of its submittal a detailed description of the monthly rental rate it proposes for use of the facility.

J. The prospective Offeror must indemnify the City for violations of federal, state or local laws committed by its employees, including attorney fees and costs.

K. The prospective Offeror shall furnish all labor, materials, equipment, insurance and health permits to perform all work as described and required for the provision of food services at the facility.

L. The sale of alcohol and tobacco products will not be allowed at this facility.

M. All signage related to the food service area must be approved by the City prior to posting.

N. 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.

Contractual Requirements

The selected Offeror will be required to enter into a formal contractual agreement with the City of Harrisonburg for a three (3) year period. The contract may be renewed for up to two (2) additional two-year terms upon written, mutual agreement between the City and the successful Offeror.

1. The agreement must include the proposed compensation to the City for the lease of the facility. The City will be responsible for all utility charges except telecommunications. The selected Offeror will be responsible for all long-distance telecommunication charges.

2. 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 15 days 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 15-day period. The City also retains the right to modify this agreement with the written consent of the Successful Offeror.

Offeror Qualifications

3. Description of the firm (Name, address and brief business history)
4. Similar examples (Example of other services that are similar in scope)
5. Experience (Related experience during the last two (2) years or more)
6. References (Provide names and telephone numbers of references)
7. Staffing/staff experience (Names and relevant experience of key staff)

IV. ANTICIPATED SCHEDULE:

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

- Request for Proposals posted May 7, 2012
- Deadline to receive written proposals May 21, 2012 @ 4:00 p.m.
- Interviews and Selection Process May/June 2012

V. GENERAL TERMS AND CONDITIONS:

Attachment B contains provisions utilized by the City of Harrisonburg for proposals for goods and services.

VI. SPECIAL CONTRACT TERMS AND CONDITIONS:

A. If there is a conflict between the General Terms and Conditions and the Special Contract Terms and Conditions listed below, the Special Contract Terms and Conditions shall apply and be enforced.

B. Award Of The Contract:

1. The City reserves the right to reject any or all proposals and to waive any informality.

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

3. Any contract resulting from this RFP is not assignable.

C. Controlling Law; Venue

This contract is made, entered into, and shall be performed in the City of Harrisonburg, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from this RFP, its interpretations, or its performance shall be litigated only in the Harrisonburg-Rockingham General District Court.

D. Offeror's Performance:

1. The Offeror agrees and covenants that its agents and employees shall comply with all City, State and Federal laws, rules and regulations applicable to the business to be conducted under the contract.

2. The Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

3. The Offeror shall cooperate with City officials in performing the contract work so that interference with other activities within the Hardesty-Higgins House will be held to a minimum. Regular communication must be maintained with Harrisonburg's Tourism Manager, who is responsible for the schedules within the Hardesty-Higgins House.

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

E. Minority and Women-Owned Businesses:

The City of Harrisonburg encourages both minority and women-owned businesses to respond to all Invitations to Bid and Requests for Proposals.

F. Record Retention/ Audits:

The Successful Offeror shall retain, during the performance of the contract and for a period of three years from the completion of the contract, all records pertaining to the Successful Offeror's proposal and any contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including Offeror copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the City with 5 days advance notice.

G. Termination Of Contract:

1. The City of Harrisonburg reserves the right to immediately terminate the contract in the event that the Successful Offeror discontinues or abandons operations; if adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

2. Failure of the Successful Offeror to comply with any section or part of this contract will be considered grounds for immediate termination of the contract by the City of Harrisonburg.

3. Notwithstanding anything to the contrary contained in the contract between the City and the Successful Offeror, the City may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving 30 days written notice to the Offeror.

4. If the termination clause is used by the City, the Offeror will be paid by the City for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date set in the written termination notice.

H. Taxes:

The Offeror shall pay all city, state and federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the City and the Offeror, as the taxes shall be an obligation of the Offeror and not of the City, and the City shall be held harmless for same by the Offeror.

The City of Harrisonburg is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

I. Insurance Requirements:

The Successful Offeror shall maintain insurance to protect itself and the City of Harrisonburg from claims under the Workers' Compensation Act, and from any other claims for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications, which will be negotiated as part of the final contract.
Insurance requirements are included as **Attachment D**.

J. Collusion:

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

K. Subcontracts:

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

L. Severability

Any written contract resulting from this RFP shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

M. Default

If the Successful Offeror is wholly responsible for failure to make delivery or complete implementation and installation, or if the system fails in any way to perform as specified herein, the City may consider the Successful Offeror to be in default. In the event of default, the City will provide the Successful Offeror with written notice of default, and the Successful Offeror will be provided twenty (20) calendar days to provide a plan to correct said default.

If the Successful Offeror fails to cure said default within twenty days, the City, among other actions, may complete the system through a third party, and the Successful Offeror shall be responsible for any amount in excess of the agreement price incurred by the City in completing the system to a capability equal to that specified in the contract.

N. Contract Period

1. The contract period shall run for three calendar years. The contract price shall be firm for the contract period.

2. The contract may be renewed for two (2) additional two-year terms upon written, mutual agreement between the City and the Successful Offeror.

O. Discussion of Exceptions to the RFP

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

Please identify under separate cover any "Exceptions to RFP".

VII. PROPOSAL SUBMISSION REQUIREMENTS:

A. The Purchasing Office will not accept oral proposals, or proposals received by telephone, FAX machine, or email. No electronic submissions will be accepted.

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

C. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the title, hour, and due date of the proposal.

D. The time proposals are received shall be determined by the Purchasing Office staff. Offerors are responsible for insuring that their proposals are stamped by Purchasing Office staff by the deadline indicated.

E. By submitting a proposal in response to this Request for Proposal, the Offeror represents that he/she has read and understands the Scope of Services and have familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work.

F. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions

existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the contract.

G. Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia).

H. A proposal may be modified or withdrawn by the Offeror anytime prior to the time and date set for the receipt of proposals. The Offeror shall notify the Purchasing Office in writing of its intentions.

1. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.

2. Modified and withdrawn proposals may be resubmitted to the Purchasing Office up to the time and date set for the receipt of proposals.

3. No proposal can be withdrawn after the time set for the receipt of proposals and for sixty (60) calendar days thereafter.

I. Comments as to how the proposal documents, scope of services or drawings can be improved are welcome. Offerors requesting clarification or interpretation of or improvements to the proposal general terms, conditions, scope of services or drawings shall make a written request which shall reach the Purchasing Office at least eight (8) calendar days prior to the date set for the receipt of proposals. Any changes to the proposal shall be in the form of a written addendum from the Purchasing Office and it shall be signed by a duly authorized representative. **Each Offeror shall be responsible for determining that all addenda issued by the Purchasing Office have been received before submitting a proposal**.

J. All proposals received in the Purchasing Office on time shall be accepted. All late proposals received by the Purchasing Office shall be returned to the Offeror unopened.

VIII. PROPOSAL RESPONSE FORMAT:

A. Offerors shall submit a written proposal that presents the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Your proposal should provide all the information considered pertinent to your qualifications for this project.

B. The Offeror should include in their proposal the following:

1. Table of Contents – All pages are to be numbered

2. Introduction

Cover letter - signed by a person with the corporate authority to enter into contracts in the amount of the proposal
Subcontractors - Information on any subcontractors that are necessary to provide the services required. Provide name, experience, address, telephone number and qualifications. (If Applicable)

Proposal Signature Sheet – **Attachment A**

Executive Summary

Response to Scope of Services –The Offeror should address each section of the Scope of Services with an indication of the response. The Offeror shall identify any exceptions, referenced to the paragraph number, in a sub section titled "Exceptions".

Company Profile – Offerors are to present a Company profile that shows the ability, capacity and skill of the Offeror and its staff to perform the services required according to the specifications herein.

References – provide a minimum of two (2) references, who could attest to the Offeror's past performance to provide services similar to those required for the contract. The list should include contact persons and telephone numbers. Offerors may not use Harrisonburg City as one of their references.

3. All Offerors submitting a proposal shall include in their proposal the following information:

a. Food Items:

Offerors shall list the types of food, drink, or snack food items they intend to provide as part of the food service operation.

b. Method of Operation:

Offerors shall describe in detail what type of operation they are proposing. Offerors shall indicate food mix, method of service, and any information they feel will assist the City in its evaluation.

c. Equipment and Supplies:

Offerors shall list the equipment and supplies they will provide if awarded the contract.

d. Pricing Schedule:

Offerors shall provide a general pricing schedule for the items to be offered.

e. Lease Payment:

Offerors shall provide a proposed lease amount for which they will submit to the City the first of each month as a rental payment for the facility.

4. Appendices – are optional for Offerors who wish to submit additional material that will clarify their responses.

IX. PROPOSAL EVALUATION/SELECTION PROCESS:

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

B. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

1. Special experience, technical capabilities, professional competence, and qualifications of the Offeror and proposed staff.

2. Clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the Offeror's plan for accomplishing the Scope of Services.

3. Completeness and reasonableness of Offeror's plan for accomplishing the tasks in a manner that fits well with the other activities occurring within this multi-use facility.

4. References and fiscal stability

5. The cost of services

C. It is the City's intent that a selection will be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals. 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. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

ATTACHMENT A
PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP for "Operation of Food Service Area within Hardesty-Higgins House". My signature also certifies that by submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a Representative for the Offeror:

NAME OF
OFFEROR:_____

ADDRESS: _____

_____

SIGNATURE: _____

NAME (print):_____

TITLE: _____

TELEPHONE: _____

E-MAIL: _____

FAX: _____

DATE: _____

PLEASE SUBMIT THIS FORM WITH PROPOSAL.

ATTACHMENT B:
GENERAL TERMS AND CONDITIONS FOR THE CITY OF HARRISONBURG, VA

PURCHASING AND CONTRACTING MANUAL: This solicitation is subject to the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg (City) and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the Purchasing office and in the Director of Finance office.

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 § 11-51 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.

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not

offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

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

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

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

1. (For Invitation For Bids:) 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:) 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.

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. **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*, § 11-69).

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 Purchasing Agency 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.

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 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 §§ 11-46.3 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.)**

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 in writing by mail.

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.

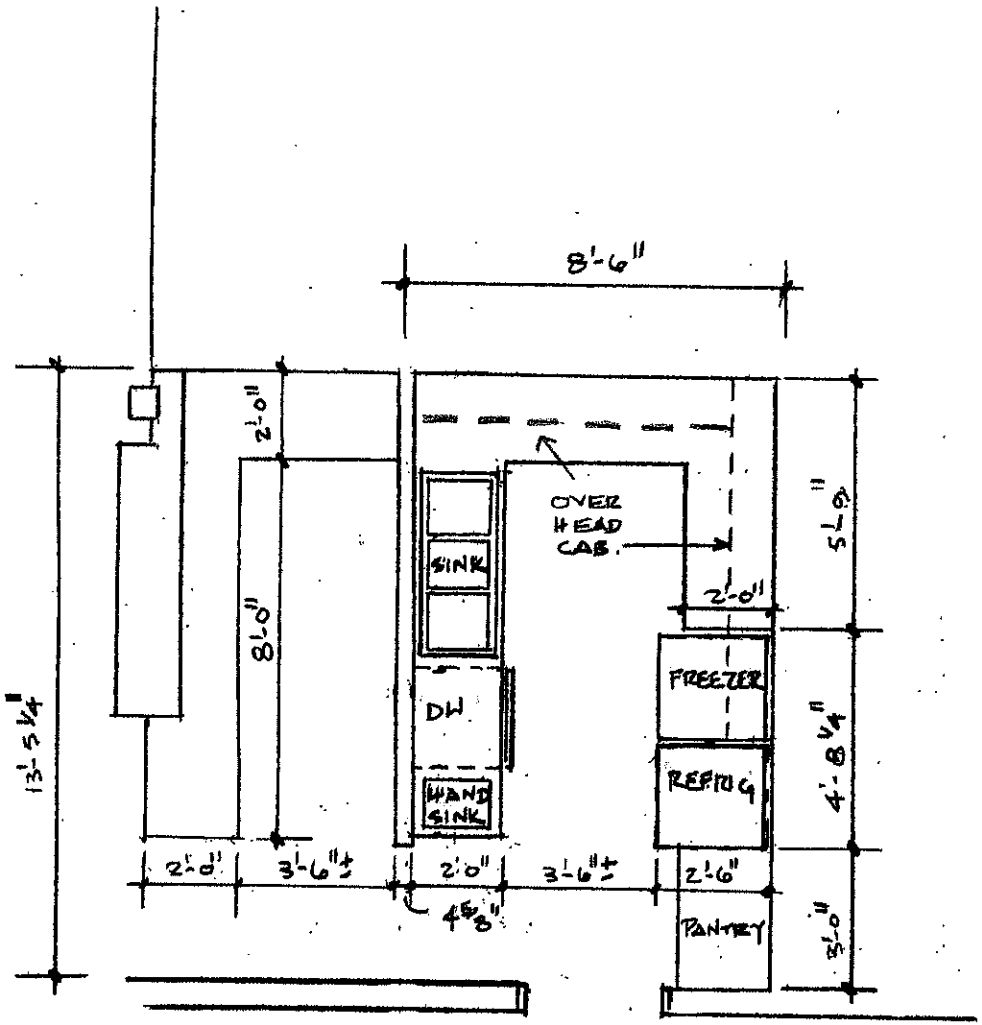
DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, 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.

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.

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.

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

Attachment C



PROPOSED REVISED KITCHEN ARRANGEMENT

HARDESTY HIGGINS

11/29/04

ATTACHMENT D

Insurance Requirements

INSURANCE:

By signing and submitting a bid under this solicitation, the provider certifies that if awarded the contract, he/she will have the following insurance coverages at the time the contract is awarded. If any subcontractors are involved, each subcontractor will have workers' compensation insurance. The provider further certifies that he/she 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.

The City of Harrisonburg requires by endorsement, to be added as an additional insured on the vendor policy and a Certificate of Insurance needs to be filed with the City showing the City of Harrisonburg listed as an additional insured.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits

2. Commercial General Liability - $1,000,000 combined single limit

3. Automobile Liability - $1,000,000 combined single limit

4. Excess Liability - $1,000,000

5. Fire Damage Legal Liability - $500,000

INDEMNIFICATION:

The provider (Indemnitor), in consideration of the City of Harrisonburg, (Indemnitee) do hereby release and forever discharge Indemnitee from any and all claims, demands, actions, or causes of action, of any kind whatsoever which we might have, or could hereafter have on account of or in any way growing out of personal injuries and property damages which may result at any time. In addition, Indemnitor hereby covenants and agrees to, and does hereby, indemnify and save Indemnitee harmless from and against any and all claims for death, injury or property damage which may occur upon the aforesaid property, to any persons whomsoever or entities whatsoever while the property is in the possession of or being used by the Indemnitor.

Attachment E:

CITY OF HARRISONBURG, VA

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(s):

#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: _____