



COUNTY OF ROANOKE FINANCE DEPARTMENT PURCHASING DIVISION

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October 18, 2019

REQUEST FOR PROPOSALS #2020-009

Vinton Library Café

For Roanoke County

Sealed Proposals Due:

November 13, 2019

2:00 PM

(Local Prevailing Time)

One (1) unbound original

Six (6) bound complete copies

Two (2) electronic copies, one original and one redacted (USB preferred)

RFP #2020-009 Vinton Library Café

GENERAL INFORMATION

The County of Roanoke is requesting sealed proposals from qualified vendors to establish a contract, through competitive negotiations, for café style concession services at the Vinton Library, located at 300 S. Pollard St., Vinton, VA 24179. Café style concession services should be offered for a minimum of 48 hours per week. It is the intention of Roanoke County to award a one (1) year contract with the option of four (4) one- (1) year renewals.

The terms “Offeror,” “Contractor,” and “Proposer” are interchangeable throughout this RFP.

BACKGROUND AND STATEMENT OF NEEDS

The café will provide an array of beverages and light fare to Library customers, volunteers and staff at a good value. Examples of menu items include the following: coffee, tea, hot cocoa, cold beverages, breakfast pastries, sandwiches, salads, and desserts. Offerors who wish to sell alcoholic beverages must acquire proper licensing and any zoning and/or planning approvals necessary. The Library will provide a designated section of the Library with an area for the café business operation, including casual seating. The area including café prep area, counter area, and seating is approximately 1,050 square feet. It includes spaces for small scale food storage and reheating. There is no provision for full-scale cooking of food. A water line, phone line, and electricity will be provided. An outdoor patio, casual reading area, gas fireplace, public restrooms and meeting rooms are immediately adjacent to the café. Library hours are: Monday-Thursday 10:00am-8:00pm, Friday and Saturday 10:00am-5:00pm, Sunday 1:00pm-5:00pm. The Library is closed on designated Roanoke County holidays. Traffic counts show visitors at this location to be approximately 180,000 per year.

RESPONSIBILITIES OF THE OFFEROR

- a. The Offeror is responsible to have Property and Liability Insurance (certificates of required insurance will be requested prior to commencement of operation of the café).
- b. The Offeror is responsible for the regulatory compliance of all federal, state and local health codes as they apply to beverage and food service establishments.
- c. The Offeror is responsible to provide printed menus available for distribution with pricing, and other promotional materials including signage.
- d. The Offeror is responsible to provide all food, drinks, condiments, and disposable paper or plastic items (plates, bowls, knives, forks, spoons, and napkins, etc.)
- e. The Offeror is responsible to hold and/or attend periodic scheduled meetings with the Library representatives to allow input concerning acceptable menu items, etc.
- f. The Offeror is responsible to provide sufficient trained staff for all aspects of the operation of the concession and associated business tasks.
- g. The Offeror is responsible for all trash removal, cleaning supplies and cleaning service for the café and designated customer area.

- h. The Offeror is responsible for all food, beverages and supplies; and mechanisms for ordering and receiving and maintaining accounts for food, beverages, and supplies.
- i. The Offeror is responsible for a price structure of all beverage/food services and selling price of all items shall be market driven and consistent with local specialty café operations.
- j. The Offeror is responsible for the provision of and payment of café telephone and telephone service for café employee use. The County will provide the telephone line into the shop.
- k. The Offeror is responsible for supervision of café area and regular hourly straightening or cleaning of customer areas.
- l. The Offeror is responsible for providing strong customer service.
- m. The Offeror is responsible for providing consistent hours of operation and good faith dealing with regard to changes in products, pricing, and services.
- n. The Offeror will begin operation within 30 calendar days of notification.
- o. The Offeror will be responsible for operating the café during all Library open hours: Library hours are 10:00 a.m. to 8:00 p.m. Monday through Thursday, 10:00 a.m. to 5:00 p.m. Friday, and Saturday, and 1:00 p.m. to 5:00 p.m. Sunday. Operation at other times and dates as mutually agreed upon. The Library hours are subject to change.
- p. The Offeror will be responsible for providing the following:

Examples of type of beverages to be offered (some or all of the following): coffee, cappuccino, espresso, specialty teas, iced teas, fruit juices, soda, and milk. Examples of types of food to be offered (some or all of the following): muffins, bagels, biscotti, cookies, cakes, fruit, salads, sandwiches, and packaged snacks.
- q. The Offeror may offer other items for sale as approved by the County or as a result of contract negotiations.
- r. The Offeror will be responsible for the cleaning of seating area (including table tops, chairs, and floors), kitchen and beverage/food service area, repair/replacement of service equipment.
- s. The Offeror will be responsible for maintaining condiments, counters, beverage/food consuming area, beverage/food preparation and service area in a clean, sanitary, and attractive condition. The Offeror shall maintain high standards of sanitation and will be responsible for compliance with all federal, state, and local safety and/or health regulations with respect to equipment, appliances, ventilating motors, hoods, filters, cooling coils, and refrigerator motors free of grease and dust accumulations.
- t. The Offeror will be responsible to visit and visually inspect the area for the café. These visits should be coordinated with designated library staff.

- u. The Offeror employees will adhere strictly to the County regulations concerning personal behavior and will agree to assign to duty at the Library only employees acceptable to the County. Employees will be subject to background checks before employment. Employees are to be service-oriented and pleasant. Offeror's personnel policies shall be consistent with federal and state law.
- v. The Offeror shall make all arrangements for delivery, unloading receiving, and storing merchandise. The County will not assume any responsibility for receiving these shipments.
- w. The employees of the Offeror assigned to duty at the café will submit to periodic health examinations at least as frequent and as stringent as required by law, and to submit satisfactory evidence of compliance with all health regulations. The cost of such examinations will be the responsibility of the Offeror.
- x. Offeror will be responsible for procuring and displaying licenses and permits for the operation of the service areas as required by local and/or Commonwealth of Virginia regulations/laws to also include County business license.

RESPONSIBILITIES OF ROANOKE COUNTY:

- a. The County will provide the second floor area to be used for operation of the café and customer seating. The space is approximately 1,050 square feet.
- b. The County will be responsible for compliance with all federal, state, and local safety regulations with respect to the facilities provided.
- c. The County will be responsible for providing water supply to café area.
- d. The County will be responsible for providing electric service to café area.
- e. The County will be responsible for providing lighting of café area.
- f. The County will be responsible for providing the fire alarm system.
- g. The County will be responsible for providing a schedule of hours of Library operation, including list of closings.
- h. The County will be responsible for providing heat and air conditioning as may reasonably be required for efficient performance.
- i. The County will be responsible for the building structure and its maintenance to include repair and repainting of perimeter walls, maintaining light fixtures, and plumbing.
- j. The County, its agents, and employees shall not be liable to Offeror for any damage to Offeror's property while on County premises or beverage/food spoilage caused by any interruption or cessation of said heat, air conditioning, and/or utility service.

SUBMISSION OF THE PROPOSAL

One original (non-permanently bound), six (6) bound complete copies and a removable media storage device (USB preferred) containing two (2) digital copies of the proposal, one as submitted, and one **redacted to remove all confidential and proprietary material**, must be included in the proposal packet, in a sealed envelope/package, will be received at and until **November 13, 2019, at 2:00 PM (local prevailing time)**, in the Roanoke County Purchasing Division at 5204 Bernard Drive, Suite 300F, Roanoke, Virginia 24018. NO faxed or emailed proposals will be accepted. It is the responsibility of the Offeror to ensure that its proposal is received in the Purchasing Division by the above date and time. Any proposal received after the above time and/or date will be returned to the Offeror unopened. Your response must be submitted in a sealed envelope/package, clearly marked "**RFP #2020-009 Vinton Library Café**" on the outside of the envelope/package. The Offeror assumes responsibility for having its proposal delivered on time at the place specified. An agent of the Offeror authorized to make financial and delivery commitments must sign the proposal. As this is a formal, sealed Request for Proposal no information regarding the contents of the proposal or the identity of the Offerors will be discussed until after the negotiation process.

Proposals shall be as thorough and detailed as possible so that the County may properly evaluate the capabilities of the Offeror to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business, or firm.

Any responding firm or individual may be requested to make an oral presentation or be available for a conference call. If you are selected for an interview, these interviews will be held within three weeks after submission of all bids.

RFP QUESTIONS

Any inquiries regarding submittal of proposal or any questions concerning specifications shall be in writing and sent via mail, fax or email to:

Mandy Clausen, Buyer
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018

Phone: (540) 283-8151
mclausen@roanokecountyva.gov

Written responses, including any questions, will be provided on our Purchasing Website in the form of an Addendum. It is the responsibility of the Offeror to periodically check our website for any addendum or sign up for County Email Notification. Questions received within five (5) days of the proposal closing date will be attempted to be answered, but will not be reason to delay the closing time of the proposals.

NO CONTACT POLICY

After the date and time of issuance of this Request for Proposals by the County, any contact initiated by any Offeror with any County representative, other than the purchasing representative listed herein, concerning this Request for Proposals is prohibited. Any such unauthorized contact may cause disqualification of the Offeror from this procurement transaction.

REFERENCES

All Offerors shall include a list of five references, from local governments and similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and overall expertise. Include names, contact persons, and phone numbers of all references on the attached Reference Form.

References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked short listed Offeror or Offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.

CONTENTS OF PROPOSALS

In order to facilitate evaluation of proposals, each firm is instructed to follow the outline below in responding. Proposing firms that do not provide the required information may be considered as unresponsive. Proposals shall be no more than 40 pages in length excluding the cover sheet. Proposals should be organized in a tabbed folder/binder and bound in a way that allows for easy removal of the covers without destruction of the proposal. A copy of all proposals will be scanned into the County's software for retention. The County Of Roanoke is also requesting an electronic copy of the proposal for our files. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required services.

Proposals should include the following:

- a. Understanding of the request: Provide a statement of the Offeror's understanding of the request for services. Include experience and resources of the proposing company, ownership, history, primary contact, information relating to financial viability, etc.
- b. Project Approach: Present specific plans for providing the service to include: Description/list of proposed equipment, what, when and how the service will be performed, and ability to provide service to the Library for café style concessions. Provide any other information that the Offeror feels the Agency should consider in evaluating the proposal.
- c. References: Provide five previous or current references from local government or similar organizations that are similar to the scope of services requested in the RFP. Reference information should include:
 1. Contract duration, including dates
 2. Services performed
 3. Name, address, and telephone number of contracting agency that may be contacted for verification of all submitted data
- d. Statement of Qualifications: Experience and resources of the firm, including the ownership and financial wherewithal to assume the work identified herein.

- e. Sample menus.
- f. Signature Sheet.
- g. Data on Convictions Sheet.

CRITERIA FOR SELECTION

In order to select the most advantageous proposal to operate the café at the Library, comparative judgments of various factors will be necessary. The food and beverages offered need to be of high quality, with good variety and good value. The services need to be customer-oriented and in no way conflict with any aspect of the mission, vision, or goals of the Library. In addition the successful Offeror will be one whose proposal for operation of the café demonstrates a thoughtful and realistic projection of the associated revenue and expenses and addresses other areas of importance to Roanoke County.

Each applicant may be interviewed by the Evaluation Committee. The Committee may request prepared samples of proposed menu selections for evaluation. No fees or costs are associated with the submitting of this proposal. The successful proposal will be selected primarily based on evaluation of the proposal.

Evaluation of the following criteria, while not exhaustive, will guide the determination of the successful Offeror. These criteria should be addressed as part of the submitted proposal.

1. **Business Plan** Points of the business plan to be evaluated are listed in the subsections below. Subsections and plans may be combined and additional material may also be submitted.
2. **Experience** and reputation in the food industry for consistent successful food and beverage management is desired. Track record that demonstrates experience and achieved revenue of the day-to-day operation of the café, and food or business related degrees or certifications.
3. **Financial Plan** that indicates thorough study of financial requirements (start-up and on-going), expectations and contingencies for seasonal variation, etc., and any financial records of existing business ventures including but not limited to similar projects, proper insurance (as designated in General Terms, Conditions, and Instructions below), projected sales revenue with a detailed analysis to support the revenue projection.
4. **Operational Plan** includes necessary equipment and fixtures, tables and chairs, sufficient staffing, and sufficient supervision. Also, include daily oversight of café area, supplies including type of utensils and staples, trash removal and cleaning schedules, recycling, telephone, mechanism/schedules to acquire food and supplies. Ability to maintain consistent hours of operation during all Library open hours. *All modifications or additional equipment to be delivered to or installed in the*

café space must be approved in advance by Roanoke County. Offeror must permit the Library to use café area seating space, tables, and chairs at times when the café is not operating and the seating is to be available to all Library patrons at all times even if they have not purchased items from the café.

5. **Marketing Plan** that indicates menu pricing, advertising strategies, etc., with attention paid to aesthetic presentation of business and materials.
6. **Proposed menu** will be evaluated on food and beverage pricing, quality, and variety (including healthy options or alternatives).

Examples of menu items include the following:

- a. Coffee, tea, hot cocoa, milk, fruit juices, and soft drinks.
 - b. Bagels, muffins, donuts and/or scones
 - c. Sandwiches
 - d. Salads
 - e. Fresh fruit
 - f. Low-carb options
 - g. Cookies, cakes or other dessert options
7. **References and Credit Checks** Provide five professional references. Provide a statement of consent and that you will cooperate in a credit check.
 8. **Disclosure of any potential conflict of interest** Indicate any connection or relationship to anyone that could reasonably be foreseen to adversely affect the successful and fair operation of the café.

Roanoke County shall provide the mechanism for the evaluation of all information received. Roanoke County reserves the right to make the final determination of responsible Offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. The County retains the right to award to one or to more than one Offeror as is in the best interest of the County.

COOPERATIVE PROCUREMENT

The procurement of goods and/or services provided for in this Request for Proposals is being conducted pursuant to Virginia Code, Section 2.2-4304.

Therefore, the Offeror is advised, and by submitting a response to this procurement, such Offeror agrees that any resulting contract from this procurement may in addition to the County of Roanoke, may also be extended to other public agencies or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful Offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code, Section 2.2-4304.

The County of Roanoke shall not be responsible or liable for any costs, expenses, or any other

matters of any type to either the successful Offeror or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS-RFP (04/12/2012)

READ CAREFULLY - Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

Wherever the term Roanoke County, County or Roanoke County Board of Supervisors is used it is understood to include the Roanoke County School Board, in addition, any contract awarded from this solicitation may be used by Roanoke County Public Schools and any other public entity for which the County of Roanoke acts as a fiscal or purchasing agent.

SUBMISSION AND RECEIPT OF PROPOSALS

- (a) To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", proposal number and the title of the Request for Proposal and received in the Roanoke County Finance Department/Purchasing Division no later than the specified date and time for the Request for Proposal opening. Failure to timely submit such proposal shall disqualify the Offer and such proposal will be returned to the Offeror unopened. **NO FAXED PROPOSALS WILL BE ACCEPTED.**

- (b) Proposals having any erasures or corrections must be initialed in ink by the Offeror. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All quotations must either be typewritten or printed in ink.

- (c) The original proposal response must not be permanently bound as to allow for document scanning for internal recordkeeping and one (1) electronic copy on USB is preferred.

IMPORTANT NOTICE EFFECTIVE 3/14/2011 - ADDENDUMS, BIDS, RFPs, TABULATIONS AND NOTICES OF AWARD:

Vendors may visit <http://roanokecountyva.gov/list.aspx> to sign up to receive emails or text message notices about bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. It is the vendor's responsibility to keep information current in the system in order to receive the notifications. The sign up only requires an email address and/or a cell phone number for receiving text messages (if your phone is capable) and your choice of categories.

Although '**Notify Me**' will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website, and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 772-2061.

Questions should be directed to:

Mandy Clausen, Buyer
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018

Phone: (540) 283-8151
mclausen@roanokecountyva.gov

ACCEPTANCE OR REJECTION OF PROPOSALS

The County of Roanoke reserves the right to accept or reject any or all offers. The County

also reserves the right to award the contract for any such materials, goods, or services the County deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the County. Roanoke County reserves the right to make a site visit to the facility prior to proposal award.

PROPOSAL GUARANTY

The Offeror must guarantee not to withdraw a proposal during the period of ninety (90) days following the due date or until a contract is signed; that if such proposal is accepted the Offeror will accept and perform under the terms of this RFP, the proposal and any subsequent negotiation and resulting contract.

Modification or withdrawal of a proposal will be executed as outlined in the Roanoke County Procurement Code.

Roanoke County encourages free and open competition. Whenever possible, specifications, proposal invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy Roanoke County's needs and the accomplishment of a sound economical operation. The Offeror's signature on this proposal guarantees that the price offered has been established without collusion with other eligible Offerors and without effort to preclude Roanoke County from obtaining the lowest possible competitive price. The award (s) will be made to the responsible Offeror(s) whose proposal is determined to be most advantageous to Roanoke County based on the evaluation factors set forth in this Request for Proposal.

Costs of developing and delivering responses to the Request for Proposals are entirely the responsibility of the Offeror.

All materials submitted in response to the RFP become the property of Roanoke County upon delivery to the Roanoke County Purchasing Office and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

SELECTION PROCESS/AWARD OF CONTRACT

As this is a Request for Proposal, no information regarding the identity of neither the vendors nor the contents will be released until after the negotiation process.

Proposals may be ranked without interviews; hence, firms are encouraged to submit their initial proposals as comprehensively as possible.

The selection process will be in accordance with **Section 2.2-4301** of the Code of Virginia:

3(a). Procurement of Professional Services. *The public body shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. The Request for Proposal shall not, however, request that Offerors furnish estimates of man-hours or cost for services. At the discussion stage, the public body may discuss nonbinding estimates of total project costs,*

including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors.

At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, a public body may award contracts to more than one Offeror.

Should the public body determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

3(b). Procurement of other than professional services. *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 Proposal, 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 public body shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one Offeror.*

Should the public body 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.

INVOICES

The contractor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for items ordered, delivered and accepted by Roanoke County. All invoices must show the purchase order/contract number. All contractors need to be properly registered as a payment vendor for the County. An on-line **Vendor Payment Registration** is found on the Purchasing website. All vendors previously registered are still in the system as a payment vendor. This system will no longer be used for notification of IFB/RFP's.

PERFORMANCE BOND

At the time of, or prior to, the execution of the contract, the County reserves the right to require the successful Offeror to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to the County of Roanoke, in the amount of the contract price.

QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment

covered by this contract shall be of the best quality available.

ACCEPTANCE OF MATERIAL

Until such time as all the conditions in the contract are fulfilled, the County reserves the right to refuse and return material, at the seller's expense.

WARRANTY/RETURNS

Clearly specify your warranty of product and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

DELIVERY

Time is of the essence for delivery of any items, products or service procured as a result of this contract. If delivery is not made at the time specified on the Request for Proposal or subsequent negotiations, the County reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future County contracts.

DEFAULT

In case of failure to provide goods/services as specified herein, Roanoke County, after due written notice, may procure goods/services from other sources and hold the contractor responsible for any and all excess cost occasioned thereby.

COPYRIGHT OR PATENT RIGHTS

The Offeror warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The Offeror agrees that the County of Roanoke shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

TAX EXEMPTION

The County of Roanoke is exempt from any taxes imposed by Local, State, and/or Federal Government. Upon notification, the County will furnish a certificate of tax exemption.

CERTIFICATION AND ABILITY

The County of Roanoke reserves the right to request from the Offeror, a separate manufacturer's certification of all statements made in the proposal. The County may request any or all Offerors to furnish proof of experience, ability and financial standing.

COMPLIANCE WITH LAWS

The Offeror is responsible for compliance with all Local, State and/or Federal laws and regulations. The County of Roanoke shall be held harmless from any liability.

AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

A Contractor organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its

certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. All corporations, LLC's and LLP's shall be registered with the State Corporation Commission. To determine whether your firm should register, please contact the SCC.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

RULING LAW

This request for proposals and any contract executed pursuant hereto of which this request for proposal shall be an internal part shall be governed, controlled and interpreted in accordance with the law of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall there by submit to the exclusive jurisdiction of the Circuit Court of the County of Roanoke or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

NONDISCRIMINATION PROVISIONS

During the performance of this contract, the contractor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or nation origin 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. 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.

INSURANCE

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under worker's compensation, disability benefit and other similar employee benefit acts; and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; and

Claims for damages because of bodily injury, sickness liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees; and

Claims for damages because of injury in or destruction of tangible property, including loss of use resulting there from.

Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

SPECIAL INSTRUCTIONS:

ANTITRUST

By entering into a contract, the Offeror conveys, sells, assigns, and transfers to Roanoke County all rights, title, and interest in and to all causes of the action it may now 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 Roanoke County under said contract.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that Roanoke County shall be bound hereunder only to the extent of the funds available or which may hereafter become available

for the purpose of this contract.

ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the in whole or in part without the written consent of Roanoke County.

CONTRACT

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the Offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal.

MODIFICATION OF CONTRACT

This RFP and any subsequent contract constitute the entire agreement between the Offeror and Roanoke County. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is put in writing, signed by all parties and attached.

CANCELLATION OF CONTRACT

Roanoke County reserves the right to cancel and terminate any resulting contract, with a 30-day written notice to the contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and/or perform on all services prior to the effective date of cancellation. Cancellation of the contract would become effective the thirty-first day after notification. Data for cancellation of the contract will be gathered by Roanoke County. The opinion of Roanoke County as to lack of performance will be final and without appeal.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

By signing this proposal, the Offeror certifies that the firm does not and will not during the performance of this contract employ undocumented workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

KICKBACKS

I certify and warrant that by my signature on this solicitation, neither I nor the Offeror for whom I am authorized to act has offered or received any kickback from any other Offeror, supplier, manufacturer, or subcontractor in connection with proposal on this contract, subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

DEBARMENT

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the County of Roanoke and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The County cannot legally agree to any clause indemnifying the contractor from any damages arising out of the contract or holding the contractor harmless. The submission of a bid or proposal means that the contractor agrees not to request such language in the resulting contract.

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 violation 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.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT

The Proposer certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of any of the following felony or misdemeanor offenses: felony sex or violence offenses, other felony offenses or misdemeanor sex offenses within the past ten years.

The Proposer further understands and acknowledges (1) that if he makes a materially false statement regarding any of the above offenses, he will be guilty of a Class 1 misdemeanor and may forfeit profits derived from the contract. Further, the Proposer understands and acknowledges that before any person is permitted to provide such services subsequent to this certification, he must complete a new certification regarding such person in a form satisfactory

to the School Board. The required certification form is attached hereto.

PROPRIETARY INFORMATION

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Offeror must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the “Notice of Proprietary Information Form” below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Proposal and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

NOTICE OF PROPRIETARY INFORMATION FORM
RFP #2020-009 Vinton Library Café

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page #	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C.F.R. 309.5(c) (4).4342; 552 (b) (4); 12 C.F.R. 309.5 (c) (4).

RFP# 2020-009 Vinton Library Café
DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT
CERTIFICATION OF CONTRACTOR

Full Name of Contractor: _____

Description of Contract: _____

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

Date: _____

Name of Contractor

By: _____

TITLE

SIGNATURE SHEET
RFP #2020-009 Vinton Library Café

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the RFP.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended, Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, The Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County Of Roanoke, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County Of Roanoke, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County Of Roanoke.

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

COMPANY NAME _____

ADDRESS _____ PHONE # _____

_____ FAX # _____

_____ EMAIL _____

FEIN _____ VA BUSINESS LICENSE NO. _____

STATE CONTRACTOR'S NUMBER (IF APPLICABLE) _____

VIRGINIA SCC # OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO
AUTHORIZED PER VA CODE §2.2-4311.2 _____

SIGNATURE _____ DATE _____

NAME _____ TITLE _____

To receive consideration for award, this signature sheet must be returned to the Purchasing Division, as it shall be a part of your response.

REFERENCE FORM
RFP #2020-009 Vinton Library Café

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Email _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Email _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Email _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Email _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Email _____
