

**Request for Written Proposal (RFP) for
License of Food Vendor for Seasonal Operation
at the Westover Swimming Pool Complex**

Contract Administrator: AJ Morris, Aquatics Manager

RFP Issued Date	Last Day for Questions	Proposal Responses Due By
May 14, 2024	May 30, 2024 at 12:00pm (noon) local time	June 07, 2024 at 3:00pm local time
Issued on City website	Submit to Questions@harrisonburgva.gov	Submit to Purchasing@harrisonburgva.gov

What: The City is seeking proposal submissions from an interested food truck, independent food stand, or independent concession stand that would be interested in operating as an independent contractor (“Vendor”) for the year to provide food services at the City’s Westover Swimming Pool Complex during the summer aquatic season. Successful proposal submission would result in an exclusive license to operate as the City’s food services vendor on this City property during the season. This will include the right to sell food, food products, and non-alcoholic beverages manually. Possession and sale of alcoholic beverages on Westover Park properties is strictly prohibited.

Approximately 30,000-40,000 visitors are estimated to visit the Westover Swimming Pool Complex each summer.

The City intends to contract with only one (1) Vendor to provide these services. This Vendor will need to utilize their own truck or stand to provide the goods and services. The concession stand building at the Westover Swimming Pool Complex will not be available to the Vendor for use.

On occasion the City may coordinate with a non-profit agency to provide additional food services to community members at no cost at the Westover Park property.

When: The anticipated operating schedule is:

	Typical Hours of Operation	Extended Hours of Operation During Swim Meets
Memorial Day through Labor Day <i>Routine Schedule</i>	12:00pm-7:00pm Everyday (7 days/week)	12:00pm-10:00pm Swim Meet Dates: 06/11/24, 06/25/24, 07/02/24, & 07/09/24
Memorial Day through Labor Day <i>Anticipated Pool Closures</i>	Closed 05/28/24 – 05/31/24 Closed 06/03/24 – 06/07/24	Closed Early at 4:30pm on: 06/11/24, 06/25/24, 07/02/24, 07/05/24, & 07/09/24

The Westover Swimming Pool Complex opens for the season on Memorial Day each year; however, due to the schedule of this RFWP, the City would like the vendor to begin operations by June 29, 2024. If this is not feasible, vendors shall notate in their proposal the anticipated opening date.

Additionally, vendors shall provide with their proposal a schedule for their operations to include the hours and days they will provide food services (see Attachment G). The City is willing to discuss potential changes or variations from the above schedule. Towards the end of the open season, the City may opt to scale back the hours and/or days the facility is open and the successful Vendor is able to reduce their hours of operation as well.

It is the City's intent to remain open in most weather conditions; however, the decision to close the Pool is solely the discretion of the City. No refund or credit will be given for inclement weather days.

It is expected for the vendor to be consistent and remain open daily during the above business hours; however, the vendor may submit a written request for an early closing to the Contract Administrator not less than 24 hours in advance of the planned closing.

Where: The City of Harrisonburg's Westover Swimming Pool Complex is located at 305 South Dogwood Drive, Harrisonburg, Virginia 22801.

License Fee: The successful vendor shall pay a license fee to the City for this contract. Vendors shall submit their proposed license fee rate with proposal submission and all proposed license fees shall be negotiable. Examples of license fees proposed may be on a daily, weekly or monthly rate and can be proposed based on sales volumes or a flat fee (i.e. 15% of daily sales; \$35 per day; etc) The license fee shall be payable to the City of Harrisonburg and is due on the first day of each month.

Term of the License: The initial term of the license agreement will be for the 2024 calendar year, beginning on or about June 29, 2024 (may be negotiated) and extending through Labor Day (this year September 2, 2024). The City shall have the option to renew the license for up to four (4) additional one (1) year terms. Changes in license fee shall be based on mutual agreement and must be supported with backup documentation.

For any future license renewal periods, the opening date shall be Memorial Day, unless another date is mutually agreeable.

Insurance Requirements: See Attachment D for insurance requirements. The Vendor agrees to provide proof of the required insurance coverages before beginning operations on City property.

Additional Details: See Attachment B for additional details on this opportunity. The City's General Terms and Conditions (Attachment A) and other forms that should be reviewed, completed, and returned with proposal submission are attached to this document. Attachment H shows a map where the food truck dedicated parking and pool access will be located.

Interested Vendors are invited to visit the site during operating hours. For a guided site tour, contact AJ Morris at 540-434-0571. Guided site tours must be done prior to the last day and time for questions.

Questions & Addenda: Questions related to the license agreement opportunity may be directed to Mr. Shane B. Smith, Procurement Manager for the City of Harrisonburg, by email Questions@harrisonburgva.gov. All questions must be received by May 30, 2024 at 12:00pm (noon) local time. Oral questions will not be permitted.

All responses to inquiries will be in writing and will be posted as addenda on the City's website at www.harrisonburgva.gov/bids-proposals. It is the responsibility of all Vendors to ensure that they have received all addenda and to include signed copies of any and all addenda with their proposal submission.

How to Submit a Proposal: Email all completed proposal documents to Purchasing@harrisonburgva.gov by June 07, 2024 at 3:00pm local time. All expenses for making proposal to the City shall be borne by the Vendor. All documents contained within the proposal submission shall be completed in their entirety and signed and dated where required.

The following are a list of documents required to be completed & submitted:

- Proposed menu – including items and associated prices
- Insurance Requirements Form (Attachment D)
- References List (Attachment E)
- Company Background & Qualifications (Attachment F)
- Operations & License Fee Information (Attachment G)
- Addenda (signed copies of any that issued)

Proposal Evaluation Criteria: Selection of the successful proposal will be based upon submission of proposals meeting the selection criteria. Proposal evaluations will be based on a points scale, using the following minimum selection criteria:

1. **Qualifications & Experience:** Specific information on the company's ability to deliver the required services. Additional information includes company references, background on the company, number of years in business and past contracts. The qualification, experience and continuity of the proposed staff. (25 points)
2. **Ability to Provide the Services:** Ability to provide the services in a timely fashion, including adequate staffing, commitment to days/hours of operation, and familiarity with the subject matter. (25 points)
3. **Cost:** License fee proposed (20 points)
4. **Food & Beverage Offering:** Menu options/variety, types of foods, pricing of food. The menu items are appropriate, coincide with and reflect the needs of patrons. (20 points)
5. **Ability to Follow Directions:** The Vendor's ability to follow the proposal preparation instructions set forth in this RFWP including the failure to return required pages, missing signatures, missing documents, etc. and will also be considered to be an indicator of the Vendor's ability to follow instructions should they receive an award as a result of this RFWP. (10 points)

The City of Harrisonburg Parks and Recreation Department reserves the right to evaluate proposals submitted for license operation based on the criteria above as well as any other significant criteria that may be noted in the proposal. The City reserves the right to request additional information from the Vendor. As part of the evaluation process, the City may ask questions of a clarifying nature from vendors as required. The City reserves the right to cancel this solicitation at any time or reject any or all proposals received because of this solicitation if it is in the best interest of the City.

The license agreement will be awarded after taking into consideration the evaluation criteria, discussions and clarifications from the Vendor, and based on the consensus of the evaluation committee in determining the Vendor that is in the best interest and most advantageous to the City.

ATTACHMENT A. GENERAL TERMS AND CONDITIONS OF THE CITY OF HARRISONBURG, VA (REV. 12-05-23)

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

DEFINITIONS

- ADDENDUM/ADDENDA:** Addition(s) or supplement(s) to a solicitation to clarify, modify or support information which becomes part of the contract.
- BID:** The offer of a prospective vendor/supplier to an Invitation To Bid to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.
- BIDDER/OFFEROR:** Any individual, company, firm, corporation, partnership or other organization who submits a response to an Invitation to Bid or a Request for Proposal and offering to enter into a contract with the City.
- COLLUSION:** A secret agreement or cooperation between two or more parties to accomplish a fraudulent, deceitful, or unlawful purpose.
- CONFLICT OF INTEREST:** An actual or potential situation in which the personal interests of a vendor, employee or public official are, or appear to be, in conflict with the best interests of the City.
- CONTRACTOR:** The entity that has a direct contract with the City to furnish goods, services or construction for a certain price.
- CITY or OWNER:** City of Harrisonburg, Virginia.
- DAY(S):** Defined as calendar days unless otherwise specified as business days.
- INFORMALITY:** A minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid or Request for Proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.
- INVITATION TO BID (ITB):** A formal request which is made to prospective suppliers (bidders) for their quotation on goods, services, or construction desired by the City. The issuance of an ITB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.
- PROFESSIONAL SERVICES:** Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia). **2.2-4301**
- PROPOSAL:** The document submitted by the offeror in response to the RFP to be used as the basis for negotiations for entering into a contract.
- PURCHASING AGENT:** The individual employed and given authority by the Harrisonburg City Council by adoption of the City of Harrisonburg Purchasing and Contracting Policy Manual. Purchasing Agent may also be referred to as Procurement Manager.
- REQUEST FOR PROPOSAL (RFP):** A formal request for a proposal from prospective offerors which will indicate the general terms which are sought to be procured from the offeror and where negotiations are conducted to come to a final contract. The RFP will specify the evaluation criteria to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.
- RESPONSIBLE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance.
- RESPONSIVE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having submitted a bid/proposal which conforms in all material respects to the ITB or RFP.
- SOLICITATION:** A formal document issued by the City with the intent to purchase goods, services or construction. Can be either an Invitation To Bid or a Request For Proposal.
- SWAM:** Small, Women, and Minority-owned businesses.
- SUBCONTRACTOR:** A business entity that has a contract to supply labor or materials to the prime contractor to whom the contract was awarded or to any subcontractor in the performance of the work provided for in such contract.

CONDITIONS OF BIDDING

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

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

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

CLARIFICATION of TERMS: 2.2-4316 If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the person identified in the solicitation no later than five (5) business days before the due date. Any revisions to the solicitation will be made only by addendum issued by the City.

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

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

DISCRIMINATION PROHIBITED: 2.2-4310 In the solicitation or awarding of a contract the City shall not discriminate against a bidder/offeror because of race; religion; color; sex; national origin; age; disability; status as a small, women-owned, minority-owned, or service disabled veteran-owned; employment services organization; or any other basis prohibited by state law relating to discrimination in employment. The City encourages the participation of these entities in public procurement activities. Towards that end, the City encourages contractors to provide for the participation of these entities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

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

ETHICS IN PUBLIC CONTRACTING: 2.2-4371 By submitting their bids/proposals, the bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

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

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

MANDATORY USE of CITY FORMS AND TERMS and CONDITIONS for ITBs AND RFPs: Failure to submit a bid/proposal on the official City form(s) provided or in the format identified, for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the ITB or RFP may be cause for rejection of the bid/proposal. The City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid/ proposal which has been modified. As a precondition to its acceptance of an ITB response, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification to the provisions of the contract shall be effective unless the modification is incorporated into the contract document.

MODIFICATION & WITHDRAWAL OF BIDS/PROPOSALS: 2.2-4330

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

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

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

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

REVISIONS to the OFFICIAL ITB/RFP: No bidder/offeror shall modify, revise, edit or make any unauthorized change(s) to the original official ITB/RFP. The official solicitation document and the Addenda(um) are the documents posted on the eVA website at <https://eva.virginia.gov>. In the event the eVA website is not able to be used, the City will post Addenda on the City's website at www.harrisonburgva.gov/bids-proposals. Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the bidder/offeror by the City of Harrisonburg.

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

AWARD

CONTRACT AWARD

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

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

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

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

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

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

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

SELECTION PROCESS/NOTICE OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Purchasing office will publicly post such notice and/or will notify all responsive bidders/offerors and records are available for public inspection in accordance with the VA Freedom of Information Act (VA Code 2.2-3700 et seq). The City posts all Notice of Awards on eVA at <https://eva.virginia.gov/>. In the event the eVA website is not able to be used, the City will post Notice of Awards on the City's website at www.harrisonburgva.gov/bids-proposals.

CONTRACT PROVISIONS

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

In every contract over \$10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

CHANGES to the CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties by mutual agreement in writing, to modify the terms, conditions or scope of the contract subject to item 2. below. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the Harrisonburg City Council. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of a bidder/offeror from the consequences of an error in its (bid/offer).
2.2-4309
3. The Procurement Manager (or City delegated agent) may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the City of the adjustment to be sought, and before proceeding to comply with the notice, shall await the City's written decision affirming, modifying, or revoking the prior written notice. If the City decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City with all vouchers and records of expenses incurred and savings realized. The City shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order from the City. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the City of Harrisonburg Purchasing and Contracting Policy Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.

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

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

COOPERATIVE PROCUREMENT: 2.2-4304 This procurement is being conducted in accordance with the provisions of 2.2-4304 Code of VA. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. The City, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the City, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a City Contract. The City assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification. Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure items of a comparable quality from other sources and hold the contractor responsible for any resulting additional costs above the contract price when purchases are made in the open market. This remedy shall be in addition to any other remedies, which the City may have.

DRUG-FREE WORKPLACE: 2.2-4312 During the performance of this contract, the contractor agrees to: (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor

maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

IMMIGRATION REFORM and CONTROL ACT OF 1986: 2.2-4311.1 By submitting their bids/proposals, bidders/offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, cost, and expenses, including attorney's fees, resulting from or arising out of Contractor's or its agent's and subcontractor's negligent activities or omissions, or from which the Contractor would have legal liability outside of contract.

INSURANCE: By signing and submitting a bid/proposal under this solicitation, the bidder/offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time of contract execution. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with **2.2-4332** and **65.2-800** et seq. of the Code of Virginia. The bidder/offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

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

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

PAYMENT: 2.2-4352 – 2.2-4354

1. **To Prime Contractor:**

Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act. Individual contractors shall provide their social security numbers, and proprietors, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City. The City requires an updated IRS Form W-9 be filed with the Purchasing Office at or before the contract is signed.

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

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

2. To Subcontractors:

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

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

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City. Any such contract awarded shall further require the contractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

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

STORMWATER POLLUTION PREVENTION REQUIREMENTS: All parties performing services for the City shall not improperly dispose of or release any hazardous substance, material, or waste. The contractors shall comply with the requirements of Harrisonburg City Code Sec 7-6-5 "Illicit Discharges and Connections," Virginia Statewide Fire Prevention Code Sec 5003.3 Release of Hazardous Materials, and Virginia Statewide Fire Prevention Code Sec 5003.3.1.4 Responsibility for Cleanup.

Projects that do not meet the criteria for operating under an approved erosion and sediment control site plan are still required to implement control measures, as needed, to prevent sediment deposition and other illicit discharges to adjacent properties, the City's Municipal Separate Storm Sewer System (MS4) and waterways. These measures may include, but are not limited to construction entrances, road sweeping, silt fence installation, inlet protection, trash management and washout locations.

Contractors who will apply pesticides and/or herbicides shall be trained and certified in accordance with the Virginia Pesticide Control Act (§ 3.2-3900 et seq. of the Code of Virginia). Certification by the Virginia Department of Agriculture and Consumer Services (VDACS) Pesticide and Herbicide Applicator program shall constitute compliance with this requirement. Proof of certification shall be provided to the City before work begins.

The Contractor shall ensure that vehicles and equipment are not leaking oil or other fluids. If leaks are noted, contain the leak, and perform maintenance. For small spills, spot clean immediately, dry clean only (no water spraying), and sweep up absorbents and dispose of properly. For large spills call 911 for assistance.

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

1. **Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the City, without the required thirty (30) days advance notice, then the City shall be responsible for payment of services up to the termination date.
2. **Termination for Cause:** Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, the City may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) day advance notice requirement is waived in the event of Termination for Cause.
3. **Termination Due to Unavailability of Funds:** Agreements are made subject to the appropriation of funds (including grant funds, gifts or donations) by the Harrisonburg City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

SPECIFICATIONS

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

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

USE OF BRAND NAMES: 2.2-4315 Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder/offeror clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation. The City reserves the right to determine the suitability of substituted items for those specified and to accept in whole or in part any and all bids/proposals received.

DELIVERY

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

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

TRANSPORTATION AND PACKAGING: All materials shipped to the City must be shipped Free On Board (FOB) Destination unless otherwise stated in the contract. By submitting their bids/proposals, all bidders/offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

ATTACHMENT B. SAMPLE STANDARD LICENSE AGREEMENT – CITY OF HARRISONBURG, VA

LICENSE AGREEMENT #: 2024034-PR-L

This Contract entered into _____ by _____ hereinafter called the “Contractor” and the 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 License of Operation of Food Services at Westover Swimming Pool Complex to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From June 29, 2024 to September 2, 2024 with options to renew for four (4) additional one (1) year terms.

The contract documents shall consist of:

- (1) This signed form;
- (2) The entire City of Harrisonburg’s Official solicitation (no revisions by the Contractor) dated: _____. If applicable, any Official City Addenda: #1, dated: _____;
- (3) The Contractor’s Bid/Proposal response dated _____ and the following/attached negotiated modifications to the Bid/Proposal (if applicable), all of which 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: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT C. ADDITIONAL DETAILS

In operation of the license agreement, the Vendor shall:

GENERAL REQUIREMENTS

- 1.1. Furnish at its own expense all management, labor, fuel, food, beverages, supplies, furniture and equipment, as may be required, for the efficient, sanitary, ecologically and environmentally sound operation of food services included in this contract.
- 1.2. Be financially responsible for obtaining, and properly displaying, all required permits, licenses, and bonding to comply with Virginia Department of Health laws. Further, the vendor shall assume liability for all applicable taxes, including but not restricted to sales, property, meals and beverages. The City will not be responsible for paying fees, taxes, or other charges of any kind outside the scope of this proposal.
- 1.3. Conduct all of its food services related to the City in its own name and shall not bind the City in any way. The Vendor shall not represent expressly or implied that it is an agency of the City or acts on behalf of the City. The Vendor will make all contracts in its own name and will be responsible for any goods purchased by the Vendor, or for any other obligations or liabilities assumed or created by the Vendor. Purchase, delivery, storage and payment considerations related to food service operations shall be at the sole risk and expense of the vendor.
- 1.4. Act as an independent contractor. This Agreement does not commit the University to the traditional role of employer. The University is not responsible for the payment of withholding taxes, unemployment insurance, workers' compensation insurance, social security, pensions, retirement fees, licenses or other fees. Such costs are the responsibility of the Vendor.
- 1.5. Always maintain good public relations with City staff and patrons. Vendors should conduct themselves in a way that is considered by City staff to be family-friendly and consistent with the City's mission statement.
- 1.6. Provide their own safe, sound structure that meets any applicable health and fire codes. The City does not have a building, table or other facility for the vendor to utilize. Vendors shall not setup a table, booth or related equipment or furniture inside of the fence perimeter around the pool complex.
- 1.7. Operate a fully self-contained food truck, independent food stand or independent concession stand. Vendors shall be responsible for inspecting facilities and identifying placement of equipment. The City will not provide water or electric hookups.
- 1.8. Be responsible to provide trash receptacles for customer use. The Vendor shall keep their area clean and free of trash and debris and be responsible for emptying any trash receptacles into the on-site dumpster.
- 1.9. Provide a method for guests to pay for purchases without using cash exclusively (i.e. Square, MobilePay, etc.).
- 1.10. Have sufficient financial capacity, working capital, and other financial, technical, and management resources to perform the requirements of this license agreement. The City reserves the right to ask for additional financial information to determine responsibility. The City reserves the right to make on-site visitations to assess the capabilities of Vendor.
- 1.11. Not make any alterations, repairs, or improvements to City property without obtaining the prior written consent of the City. Any requests to make alterations, repairs, or improvements shall be submitted in writing. Any request for alteration, repairs, or improvements shall be made at the expense of the Vendor and shall become property of the City. Alterations may also include signage or advertisement. All signage or advertisement on City property must be pre-approved in writing by the Contract Administrator and are subject to restrictions established by the Contract Administrator.
- 1.12. Not leave their food truck on City property overnight. The City is not responsible for any vehicle

or Vendor property that is left on City property nor its contents. Any unattended property should be locked or secured appropriately.

- 1.13. Not designate the City's Westover Pool Swimming Complex as a drop-off site for deliveries. Each vendor is responsible for their own inventory and storage.
- 1.14. Not discriminate based on race, religion, age, gender, sexual orientation, military service, political affiliations, etc.
- 1.15. Refrain from playing music or amplified sound that may emit from food trucks, unless pre-approved by the Contract Administrator.
- 1.16. Ensure that any generators utilized must be quiet. No generators may be placed on the ground. Vendor shall not refuel truck(s) or generator(s) on City property.

FOOD & BEVERAGE SERVICES

- 2.1 Offer a variety of quality food and non-alcoholic drink options. Menu should offer a variety consistent with the minimum hours of operation and the needs of a varied population. Concession-type foods and beverages are preferred. Vendors are to provide the proposed menu items and prices with their proposal. Possession and sale of alcoholic beverages on Westover Park property.
- 2.2 Be responsible for food spoilage.
- 2.3 Because of pool maintenance problems, the Vendor agrees not to serve food or drinks in Styrofoam cups or glass containers, nor to sell chewing or bubble gum products.
- 2.4 All items sold in the concession stand by the Vendor shall be approved in advance by the City.

EMPLOYEES

- 3.1. Hire employee(s) as necessary in a sufficient number to ensure a high level of service. Vendors' employees shall possess excellent customer service skills and shall conduct themselves in a professional manner.
- 3.2. Be responsible for adhering to all federal, state and local laws related to employees.
- 3.3. Indemnify the City for violations of federal, state or local laws committed by its employees, including attorney fees and costs.

SANITATION & SAFETY

- 5.1 Maintain National Sanitation Foundation (NSF) standards for food service establishments. The utmost importance is placed on proper sanitation standards.
- 5.2 Be in compliance with all Virginia Department of Health rules and regulations, which are located at <http://www.vdh.virginia.gov/environmental-health/food-safety-in-virginia/>. The vendor shall be responsible for knowing all food handling standards and ensuring that all employees pass and maintain food handling and safety certifications.
- 5.3 Be financially responsible for obtaining, and properly displaying, all required permits, licenses, and bonding to comply with Virginia Department of Health laws. Any additional equipment required, by the State Health Department or for any other reason, will be the responsibility of the Vendor. Further, the vendor shall assume liability for all applicable taxes, including but not restricted to sales, property, meals and beverages. The City will not be responsible for paying fees, taxes, or other charges of any kind outside the scope of this proposal. Vendor is responsible for collecting and remitting the Virginia Sales Tax and Harrisonburg Meals Tax on all applicable sales.

ATTACHMENT D. INSURANCE REQUIREMENTS FORM

By signing and submitting a bid or proposal the vendor certifies that if awarded the contract, have the following insurance coverages at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have the same insurance. The contractor further certifies that they or any subcontractor will maintain these coverages during the entire term of the contract.

All insurers must be licensed to do business in the Commonwealth of Virginia and have an A. M. Best rating of A- or better.

Additional Insured for General Liability, Auto Liability & Builders Risk: Where the following coverages are required, the insurer must list the City of Harrisonburg as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient. Builders Risk may be accepted as Lost Payee in lieu of Additional Insured.

With all policies listed below, the insurer or agent of the insurer must issue a certificate of insurance to show evidence of coverage. All certificates of insurance are subject to approval by the City of Harrisonburg Purchasing Office. No work shall commence until the Purchasing Office has received and approved the Contractor's certificate of insurance. Certificates of insurance may be emailed to: Purchasing@harrisonburgva.gov. For any questions, please contact the Purchasing Office at 540-432-7794.

- 1.) **General Liability:** The contractor will maintain a general liability policy with \$1,000,000 combined single limits with a \$2,000,000 aggregate. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The policy must include Fire Damage Legal Liability in the amount of \$500,000. Additional Insured required; see notation above.
- 2.) **Worker's Compensation:** The contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. As an alternative, it is acceptable for the contractor to be insured by a group self-insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers' liability insurance with a limit of at least \$100,000 bodily injury by accident/\$500,000 bodily injury by disease policy limit/\$100,000 bodily injury by disease each employee.
 - a. *Note regarding workers compensation requirement:* Virginia law requires that an employer who regularly employs more than two (2) part-time or full-time employees carry workers' compensation. If a business hires subcontractors to perform the same trade, business or occupation, or to fulfill a contract, the subcontractor's employees are included when determining the total number of employees for coverage requirements. Executive officers also count as employees. If the total number of all employees is more than two (2), workers' compensation is required. Workers' compensation is mandatory for those employers who meet the requirements under the law.
- 3.) **Automobile Liability:** The contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1".

BIDDER/OFFEROR STATEMENT

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

Signature: _____ Date: _____

Name: _____ Title: _____
(Print)

Name of Firm: _____

****Complete & return this document with proposal submission.***

ATTACHMENT E. REFERENCES LIST

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

Reference #1

Company: _____

Contact Person: _____

Phone #: _____

Email: _____

Project: _____

Dates of Service: _____

Reference #2

Company: _____

Contact Person: _____

Phone #: _____

Email: _____

Project: _____

Dates of Service: _____

Reference #3

Company: _____

Contact Person: _____

Phone #: _____

Email: _____

Project: _____

Dates of Service: _____

Terminated Reference (if applicable)

Indicate below a listing of at least one (1) recent client/account that has terminated your company's services within the last three (3) years. Account(s) are preferred to be government accounts of a similar size and nature.

Company: _____

Contact Person: _____

Phone #: _____

Email: _____

Project: _____

Dates of Service: _____

****Complete & return this document with proposal submission.***

ATTACHMENT G. OPERATIONS & LICENSE FEE

HOURS OF OPERATION:

List proposed schedule, including hours of operation, date operations will begin (opening), etc.:

LICENSE FEE OFFERED:

Vendor offers the following license fee (payable on the first of each month) for this contract:

Signature: _____ Date: _____

Name: _____ Title: _____
(Print)

Name of Firm: _____

****Complete & return this document with proposal submission.***

ATTACHMENT H. MAP SHOWING LOCATION OF FOOD TRUCK PARKING

