



**CITY OF ROANOKE
REQUEST FOR PROPOSAL**
Other than Professional Services

FOR: The Department of General Services

TITLE: Food Services & Management

RFP NUMBER 23-07-09

RFP ISSUE DATE: August 22, 2022

PROPOSAL DUE DATE: September 22, 2022

PROPOSAL DUE AT OR BEFORE 2:00 P.M.

The Request for Proposal and related documents may be obtained during normal business hours from the Purchasing Division located in the Noel C. Taylor Municipal Building, 215 Church Avenue, SW, Room 202, Roanoke, VA 24011. This document may be viewed and/or downloaded from the City of Roanoke Purchasing Division's Vendor Self Service website at <https://vss.roanokeva.gov> or from the Purchasing Division's website at www.roanokeva.gov/purchasing. If you have any problems accessing the documents, you may contact Purchasing at (540) 853-2871 or purchase@roanokeva.gov.

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AGAINST FAITH-BASED ORGANIZATIONS**

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CITY OF ROANOKE, VIRGINIA
REQUEST FOR PROPOSAL
FOR

Food Services & Management

RFP NO. 23-07-09

INTRODUCTION

The City of Roanoke, Virginia, is seeking competitive proposals from qualified Offerors to provide concession, catering & vending services in accordance with all terms, conditions and specifications as set out in this Request for Proposal (RFP).

The schedule associated with this RFP is as follows:

Description	Date	Time	Place
RFP Issued	August 22, 2022	12:00 Noon	City of Roanoke Purchasing Division
Deadline for Questions, Clarification and/ or Interpretations	September 9, 2022	5:00 PM	nicholas.sloane@roanokeva.gov
Proposal(s) Due	September 22 , 2022	2:00 PM	purchase@roanokeva.gov

A Pre-Proposal Meeting will not be held. Prospective Offerors may schedule an in-person site visit with Purchasing to survey the Worksite. Site visits must be scheduled with the Buyer, Nicholas Sloane, via email (nicholas.sloane@roanokeva.gov). Offerors are not required to perform a site visit in order to submit a response to this RFP.

Proposals, to be considered and evaluated, must be received, by the proposal due date and time, via email to purchase@roanokeva.gov. **Proposals received after time indicated in above schedule will not be accepted or considered.** The time of receipt shall be determined by the Purchasing official who is to open the proposals. Faxed proposals are not acceptable.

If the Noel C. Taylor Municipal Building is closed for business on the deadline date and time scheduled for the proposal, the sealed proposal will be accepted on the next business day of the City, at the originally scheduled hour.

The City of Roanoke, Virginia reserves the right to cancel this RFP and/or reject any or all proposals, to waive informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is, at the sole discretion of the City of Roanoke, determined to be in the best interest of the City.

Project evaluation and award will be accomplished in accordance with this RFP and Sections 23.2-1, et seq., of the Code of the City of Roanoke, Virginia, including the price or value of the benefits offered the City in the proposal. If an award of a contract is made, notification of such award will be posted for public review in the lobby on the second floor of the Noel C. Taylor Municipal Building, 215 Church Ave., SW, Roanoke, VA 24011.

Unless the proposal is withdrawn, the Offeror agrees that any prices or terms for such proposal shall remain valid for sixty (60) days after opening. Notices of proposal withdrawal must be submitted in writing to the Purchasing Manager.

This RFP consists of this Introduction, 10 numbered sections, and the attachments hereto.

If you download this RFP from the City website and intend to submit a proposal, you should notify Purchasing that you have done so. However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The City is not responsible for any RFP obtained from any source other than the City.
nicholas.sloane@roanokeva.gov

Respectfully,

Nicholas Sloane
Buyer

Date: August 22, 2022

City of Roanoke, Virginia
Request for Proposal No.23-07-09
Food Services & Management

SECTION 1. PURPOSE.

The purpose of this Request for Proposal (RFP) is the procurement of a qualified Offeror to provide and manage food service operations at a facility located in the City of Roanoke's Noel C. Taylor Municipal Building. The City of Roanoke invites any qualified Offeror to respond to this RFP by submitting a proposal for Food Services & Management consistent with the terms and conditions herein set forth. Final scope of services will be negotiated with the successful Offeror.

SECTION 2. BACKGROUND.

The City of Roanoke employs over 1,500 people. The City currently houses a 998.25 square foot café on the first floor of the Municipal Building that serves hot & cold breakfast and lunch items as well as beverages and snacks to City employees and the general public five days a week from 8:00 AM to 2:00 PM.

SECTION 3. INSTRUCTIONS TO OFFERORS.

- A. Proposals must be submitted, in the prescribed format, in accordance with the instructions and requirements contained in this RFP, including the Introduction. Failure to do so may result in the proposal being rejected. An Offeror must promptly notify the Purchasing Division of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFP.
- B. Until such time that an award is published, direct contact with any City employee without the expressed permission of the Purchasing Manager or her designated representative, on the subject of this proposal, is strictly forbidden. Violation of this Instruction may result in disqualification of Offeror's proposal.
- C. Prospective Offerors, sometimes referred to as providers, operators, contractors, consultants, or vendors, are to address the criteria above and below at a minimum as part of their submitted proposal. Each proposal should include a transmittal letter and management overview of the proposal. Proposals are to include and may be evaluated on the following factors, together with such other factors as will protect and preserve the interests of the City of Roanoke, which may also be considered.
 - 1. Organizational structure of firm and qualifications of management personnel.
Prospective Offerors should submit at a minimum;
 - a) Length of time in the business,
 - b) Corporate experience,
 - c) Strengths in the industry,

- d) Business philosophy, and
 - e) Describe the organizational structure of the firm;
 - f) Describe the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position.
- 2. Financial condition of the firm and ability to perform all obligations of any resultant contract.

The sufficiency of the financial resources and the ability of the Offeror to comply with the duties and responsibilities described in this RFP. Each Offeror shall provide a current and previous year's balance sheet and a statement regarding any recent or foreseeable mergers or acquisitions. Financial information may be marked as "confidential" in accordance with the requirements set out in Section 4(A) of this RFP.
- 3. Experience in providing the services and/or items requested by this RFP.
- 4. Monthly Flat Fee.

Prospective Offerors must submit the monthly flat fee such Offeror proposes to pay the City for providing operations in the café, **together with all benefits they propose to make to the City if appropriate.**
- 5. The ability, capacity, and skill of the Offeror to provide the services and/or items described in this RFP and in a prompt and timely manner without delay or interference.
- 6. The character, integrity, reputation, judgment, experience, efficiency and effectiveness of the Offeror.
- 7. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.
- 8. Compliance by the Offeror with laws and ordinances regarding prior contracts, purchases, or services.
- 9. The conditions, if any, of the proposal.
- 10. Marketing and effectiveness of the firm.
- D. Each Offeror should provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP, especially from other local government operations similar to those being requested in this RFP by the City. Each reference should include organizational name, official address, and contact person, title of contract, number of years in use, and phone number.
- E. Also include any other materials you may want to submit as part of your proposal response.

- F. Offeror shall disclose any ancillary agreements The City may be required to sign as a result of any Contract with Successful Offeror.
- G. The City may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received.
- H. The City has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.
- I. The City is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to the City.
- J. Only the City will make news releases pertaining to this RFP or the proposed award of a Contract.
- K. Each Offeror who is a stock or Nonstock Corporation, Limited Liability Company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Offeror shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See Va. Code Section 2.2-4311.2).

SECTION 4. MISCELLANEOUS.

- A. Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the Offeror must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.** The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute 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.
- B. As this is a RFP, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.

- C. Any interpretation, correction, or change of the RFP will be made by an addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and Offerors must not rely upon such interpretations, corrections, or changes. The City Purchasing Division or its designee will issue Addenda. Addenda will be posted on Vendor Self Service (VSS) at <https://VSS.roanokeva.gov> as well as the Current Bids/RFP Requests tab on the Purchasing Division's web page at www.roanokeva.gov/purchasing. **However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The City is not responsible for any RFP obtained from any source other than the City.**
- D. No Offeror shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- E. The City may make investigations to determine the ability of the Offeror to perform or supply the services and/or items as described in this RFP. The City reserves the right to reject any proposal if the Offeror fails to satisfy the City that it is qualified to carry out the obligations of the proposed contract.
- F. The Successful Offeror must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- G. The Successful Offeror must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- H. It is the policy of the City of Roanoke to maximize participation by minority and women owned business enterprises in all aspects of City contracting opportunities.
- I. The Successful Offeror shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations. The Successful Offeror shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. Providers of any outside services shall be subject to the same conditions and requirements as the successful Offeror in regards to law, code, or regulation compliance. The City reserves the right of approval for any subcontract work, including costs thereof.
- K. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFP.
- L. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.
- M. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, apply to this RFP, unless specifically modified herein. The City's Procurement Manual can be reviewed at the Purchasing office.
- N. Insurance Requirements.

Awarded Offeror, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by awarded Offeror, or any of its subcontractors, under any resultant Contract. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this RFP. All such insurance shall be primary and noncontributory to any insurance or self-insurance the City may have.

SECTION 5. PROTESTS.

Any Offeror who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the City Manager within the required time period.

SECTION 6. SERVICES AND/OR ITEMS REQUIRED.

The following are the services and/or items that the successful Offeror will be required to provide to the City and should be addressed in each Offeror's proposal.

A description and/or listing of the services and/or items that the successful Offeror will be required to provide to the City under this RFP are those that are set forth below and/or referred to in any way in the sample contract, any terms and conditions, and/or any attachments to this RFP.

Each Offeror should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or items to be provided to the City under this RFP is subject to negotiations with the Successful Offeror, and final approval by the City.

A. GENERAL REQUIREMENTS

1. The Successful Offeror shall supply all labor, materials, supplies, and equipment necessary to provide and manage food service operations at the facility located in the City of Roanoke's Noel C. Taylor Municipal Building located at 215 Church Avenue, Roanoke, Virginia 24422.
2. The City of Roanoke is seeking a proposal for catering service options for the City of Roanoke as part of the response to this request. Catering services may take place at various locations within the City of Roanoke and may be outside of municipal business hours.

3. The Successful Offeror shall pay the City a monthly flat fee for operation in the café.
4. The Successful Offeror shall prepare a monthly accounting statement or Profit & Loss statement in a format directed by the City of Roanoke, for each Accounting Period and submit the information no later than the 15th of the following month.
5. The Successful Offeror shall display a list of available products and prices.
6. Adjustments to sales price on items offered by the Successful Offeror may be granted with prior approval from the City.
7. The Successful Offeror must provide food service operations five days per week, Monday through Friday, and shall at a minimum maintain regular business hours from 8:00 AM through 2:00 PM. The Successful Offeror may not close its business any day of the year, except those days the building is not open, without approval from the City Manager or the Purchasing Manager, which approval shall not be unreasonably withheld.
8. The Successful Offeror shall be responsible for the regulatory compliance of all federal, state, and local ordinances, rules, regulations and health codes as they apply to food service establishments.
9. The Successful Offeror shall be responsible for maintaining the condiment counters, immediate vicinity of the serving area, food preparation and service area in a clean, sanitary and attractive condition.
10. The Successful Offeror shall be responsible for removal of trash and garbage to the outside containers provided by the City.
11. The Successful Offeror shall be responsible for keeping kitchen equipment and appliances free of grease and dust accumulations.
12. The City reserves the right to inspect the area any time after hours of operation.
13. The Successful Offeror shall provide health inspection reports to the City by 4:30 PM, the day of or 8:30 AM, the following day if inspection occurs after 4:30 PM, Critical violations shall be corrected immediately by the Successful Offeror. Additionally, the Successful Offeror shall present the City with a written plan to correct noncompliant issues.
14. Successful Offeror shall not place any signs or advertising of any kind, decorations, lettering, on the glass of any window or door without first obtaining written approval from the City.

15. The Successful Offeror agrees to return to the City at the expiration of any resultant contract the service area and all City provided equipment listed in Section 2 below in the condition in which it was received, except for ordinary wear and tear (except to the extent that said premises or equipment may have been lost or damaged by fire, flood, or other unavoidable occurrences).
16. The Successful Offeror shall be responsible for resolving customer complaints in a timely fashion.
17. The Successful Offeror shall make all arrangements for delivery, unloading, receiving and storing its equipment, supplies, and materials. The City will not assume any responsibility for receiving these shipments.
18. It is also understood and agreed that the City will not be liable to the Successful Offeror for any damage to or loss of its property, no matter the cause, as the Successful Offeror agrees to look solely to insurance.
19. The Successful Offeror shall use the premises solely for the permitted use.
20. The Successful Offeror shall obtain and maintain all licenses and permits for food service operations by the Commonwealth of Virginia.
21. The City reserves the right to contract with any other properly credentialed person or vendor for catering of special functions at the City.
22. The Successful Offeror shall collect and promptly disburse all taxes required by federal, state, and local authorities, and shall pay any applicable taxes relating to food service sales, operations, equipment or inventory.
23. The Successful Offeror should accept, at a minimum cash, credit/debit cards (MasterCard and Visa).
 - a. The Successful Offeror must be PCI Level 1 compliant according to the standards of the credit card industry. The Successful Offeror must provide proof of annual certifications of PCI compliance to the City.
 - b. Successful Offeror shall represent and warrant that for the life of any resultant contract the software and services used for processing transactions shall be compliant with standards established by the PCI Security Standards Council.

PROPOSALS SHOULD AT A MINIMUM ADDRESS THE FOLLOWING:

- **Describe in detail how your company intends to provide and manage food service operations at the Noel C. Taylor Municipal Building.**

- **State if your company has the ability to provide catering services. If your company is able to provide catering services, provide a sample menu of the items your company proposes. Sample menu shall also include the proposed pricing of items.**
- **Provide a plan of operation to achieve the following:**
 - **Commitment to sanitation, presentation, and customer service.**
 - **Plan to maintain the space and equipment in a clean, safe, and functional condition.**
 - **Storage requirements.**
- **Describe in detail how your company intends to ensure it and its personnel are adhering to all federal, state, and local ordinances, rules, regulations and health codes.**
- **Provide a sample menu of the items your company proposes to offer. Sample menu shall also include the proposed cost of items.**
- **Describe your company's process for handling and resolving customer complaints.**
- **Provide a plan for hours of operations.**
- **List any additional incentives your company plans to offer the City.**
- **Provide any other relevant information pertaining to the services being sought in this RFP.**

B. WORKSITE

1. The City will provide built-in equipment and fixtures. The City will also provide the non-fixed equipment listed below that is currently in the designated space. Any damage to City owned equipment must be repaired and/or replaced at the Offeror's expense. The City will not be responsible for the repair and/or replacement of City owned equipment.
 - a. 1- Ice Maker
 - b. 1 - True-Double sliding glass door refrigerator
 - c. 8 – Square eating tables
 - d. 1 – Burgundy trash bin
 - e. 1 – Hotpoint refrigerator (white)
 - f. 1 – GE refrigerator/freezer (white)
 - g. 1 – Kitchen range/oven (GE Profile-residential)
 - h. 1 – Amana Microwave
 - i. 1 – Hatco Conveyor Toaster
 - j. 1 – True upright freezer

- k. 1 – LX 18 Dishwasher
 - l. 2 – Nemco food warmers
 - m. 1 – Modular cup dispenser
 - n. 1 – True sandwich prep unit
2. The Successful Offeror shall not use any equipment that releases grease-laden flammable vapors to prepare food including but not limited to; stoves, deep fryers, woks and electric griddles.
 3. The City will provide electricity, heating, air conditioning, gas, cable and water.
 4. The City will be responsible for the building structure and its maintenance to include repair and repainting of perimeter walls, maintaining light fixtures, and plumbing (excluding grease issues caused by the Successful Offeror). Any repairs to plumbing caused by grease issues shall be repaired at the Successful Offeror's expense.

Any modifications to the existing space, or addition of any new equipment, MUST be submitted for review and approval of the City.

5. The Successful Offeror shall assume full monetary responsibility for telephone service, both voice and data, local and long distance, installation and monthly charges.
6. It is understood that the City shall not be in breach of any resultant contract or liable for any damage or loss to Successful Offeror's equipment and/or materials due to any suspension of utility services or other cause; nor shall the City be liable to anyone for any loss of property from or on said premises or for any damage done to the Successful Offeror's furnished equipment or supplies by any employee of the City.
7. The Successful Offeror shall be responsible for physical security of the space and its contents including fire protection. The Successful Offeror shall also be responsible for any loss of or damage to the property of the City caused by acts of omissions of its agents, employees, or contractors.
8. Any damage to existing utilities, equipment, or furnished surfaces resulting from the performance of any resultant contract shall be repaired to the City's satisfaction at the Successful Offeror's expense.
9. The City will be responsible for having pest control (spraying) of the work site. Spraying will be completed on a monthly basis. If the Successful Offeror wants any additional services beyond the monthly services paid by the City, the Successful Offeror shall be responsible for obtaining and paying for the additional service.

PROPOSALS SHOULD AT A MINIMUM ADDRESS THE FOLLOWING:

- **Provide a list of the equipment your company intends to use during any resultant contract.**

C. PERSONNEL REQUIREMENTS

1. The Successful Offeror shall maintain staffing of experienced, professional, qualified employees thoroughly trained in the work assigned to them at all times during hours of operation.
2. The Successful Offeror shall only assign employees acceptable to the City. Employees shall be service-orientated, pleasant, and understanding of the needs of the City employees.
3. The City reserves the right to request an employee be dismissed, if in the City's judgement the employee is not adequately qualified to perform the work.
4. The Successful Offeror's employee personnel policies shall be consistent with federal and state laws.
5. The Successful Offeror shall be responsible for the conduct of all personnel while on the job site.
6. The Successful Offeror and its personnel shall have an identification card properly displayed while performing the service showing the company name and employee name.
7. The cost of parking is the responsibility of the Successful Offeror's personnel.

PROPOSALS SHOULD AT A MINIMUM ADDRESS THE FOLLOWING:

- **Provide a brief history of your company and experience in providing the services being sought in this RFP.**
- **Provide information on the individual to be assigned to work with the City, including on-site staff and a description of their experience in providing the services being sought in this RFP.**
- **Describe any training that is provided to personnel during their employment with your company.**
- **Describe your company's process for hiring personnel that will be assigned to the City for food services.**

D. VENDING (OPTIONAL)

1. The Successful Offeror may also provide vending services at the locations listed below. **Vending is optional for this contract, therefore Offerors are not required to include vending in their proposal in order to receive the Award.**
 - a. Vending Area # 1 (accommodates 3 machines) adjacent to the Café on the first floor of Municipal South at 215 Church Avenue SW, Roanoke, Virginia 24011.
 - b. Vending Area # 2 (accommodates 3 machines) in the employee break room at the Roanoke City Courthouse at 315 Church Avenue, SW, Roanoke, Virginia 24011.
 - c. Vending Area # 3 (accommodates 3 machines) in the employee break room at Roanoke City Social Services located at 150 Williamson Road, NE, Roanoke, Virginia 24012.
 - d. Vending Area # 4 (accommodates 5 vending machines and 1 change machine) in the Roanoke City Public Works Service Center located at 1802 Courtland Road, NE, Roanoke, Virginia 24012.
 - e. Vending Area # 5 (accommodates 1 snack vending and 1 beverage vending machine) at the Eureka Recreation Center located at 1529 Carroll Avenue, NW, Roanoke, Virginia 24017.
 - f. Vending Area # 6 (2 beverage machines) at the Star restrooms at the Discovery Center located at 2000 J P Fishburn Parkway, Roanoke, Virginia.
 - g. Vending Area # 7 (1 snack machine and 1 beverage machine) for E911 located at 1830 Blue Hills Circle, NE, Roanoke, Virginia 24012.

THE CITY RESERVES THE RIGHT TO ADD OR REMOVE LOCATIONS

PROPOSALS SHOULD AT A MINIMUM ADDRESS THE FOLLOWING:

- **State if your company has the ability to provide vending services. If your company is able to provide vending services, provide a sample menu of the items your company proposes. Sample menu shall also include the proposed pricing of items.**

SECTION 7. EVALUATION CRITERIA.

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. The City of Roanoke will use a **weighted scoring** system when evaluating selection criteria. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to the items referred to above and those set forth below:

Experience: The background, education and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.	25
Proposed monthly flat fee: Competiveness of proposed monthly flat fee, although the City is not bound to select the Offeror who proposes the most benefits for services. The City reserves the right to negotiate fees and/or benefits to the City with the selected Offeror(s)	20
Compliance: The Offeror's responsiveness and compliance with the RFP requirements and conditions. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with the City's contract. Offeror's willingness to accept the City's sample contract.	10
Approach and Methodology to Meet Need: The Offeror's ability, capacity, and skill to fully and satisfactorily provide the services and/or items required in this RFP. The quality of Offeror's performance in comparable and/or similar projects. Whether the Offeror can provide the services and/or deliver the items in a prompt and timely manner.	25
Menu selection and prices: The quality of the sample menu and proposed pricing for menu items.	20

SECTION 8. SELECTION PROCESS.

- A. Pursuant to Section 2.2-4302.2 (A)(3) of the Code of Virginia, selection shall be made of two or more Offerors, if there be that many, deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation of factors included in this RFP, including price. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the City (through the City Manager or City Manager's designee) shall select the Offeror which, in his/her opinion, has made the best proposal, and may award the contract to that Offeror. The City may cancel this RFP or reject proposals at any time prior to an

award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

- B. All proposals submitted in response to this RFP will be reviewed by the Purchasing Division or its designee for responsiveness prior to referral to a selection committee or person. A committee consisting of City personnel and/or others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the City Manager, or the City Manager's designee, as appropriate. The award of a contract, if made, will be made to the Offeror whose proposal best furthers the interest of the City, as determined by the City Manager, or the City Manager's designee. The City reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Offeror whose proposal is deemed to be in the best interest of the City.
- C. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the selection committee or person. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of the City and may or may not be conducted.

SECTION 9. COOPERATIVE PROCUREMENT.

The procurement of goods and/or services provided for in this Contract is being conducted pursuant to Virginia Code Section 2.2-4304 and on behalf of other public bodies in Virginia. Unless specifically prohibited by the Awarded Offeror, any resultant contract may be used by other public bodies in Virginia as allowed by Section 2.2-4304. The Awarded Offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code Section 2.2-4304. The City of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

SECTION 10. INFORMATION ON CONTRACT TO BE AWARDED.

The Sample Contract marked as Attachment B to RFP No. 23-07-09 contains terms and conditions that the City plans to include in any contract that may be awarded, but such terms and conditions may be changed, added to, deleted, or modified as may be agreed to between the City and the Offeror during negotiations. However, if an Offeror has any objections to any of the terms or conditions set forth in the Sample Contract or any changes or additions thereto that the Offeror wants to discuss during negotiations, the Offeror should set forth such objections, changes, or additions in such Offeror's proposal submitted in response to this RFP. Otherwise, submission of a proposal by an Offeror will obligate such Offeror, if it is the Successful Offeror, to enter into a contract containing the same or substantially similar terms

and conditions as contained in such Sample Contract. Other terms and conditions, if necessary, will be negotiated with the Successful Offeror.

END

**ATTACHMENT A
TO
RFP 23-07-09**

SIGNATURE PAGE

RFP No. 23-07-09
Commodity Code: 95844

Title: Food Services & Management

Issued By: **City of Roanoke**
Purchasing Division
Nicholas Sloane - Buyer
Noel C. Taylor Municipal Building
215 Church Ave., SW, Room 202
Roanoke, VA 24011-1517
Phone: (540) 853-5321
Email: nicholas.sloane@roanokeva.gov

This section must be completed by the Offeror and this Attachment A must be submitted with the proposal. In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are hereby incorporated herein by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the Successful Offeror.

Organization Type (Check one)

Corporation	<input type="checkbox"/>	Partnership	<input type="checkbox"/>
Sole Proprietor (individually owned)	<input type="checkbox"/>	Other (Describe)	<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>

Conflict of Interest

_____ Offeror, owner, officer, employees, agents and immediate family members are not now, or have not been in the past year, an employee of the City of Roanoke or has not responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom.

Or

State below the complete name and phone number or email address of each person and their connection to the City of Roanoke. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code apply to this RFP, as set forth in Section 4 (L).

Name	Email and or Phone #

Convictions and Debarment

Each Offeror is to state whether or not any of Offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the City of Roanoke or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to the City of Roanoke. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code apply to this RFP, as set forth in Section 4.

If you answer yes to any of the following, state on **a separate attachment to firms proposal** the person or entity against whom the conviction or debarment was entered, give the location and date of the conviction or debarment, describe the project involved, and explain the circumstances relating to the conviction or debarment, including the names, addresses and phone numbers of persons who might be contacted for additional information.

1. In the last ten years, has your organization or any officer, director, partner, owner, project manager, procurement manager or chief financial officer of your organization:
 - a. ever been found guilty on charges relating to conflicts of interest?
Yes ____ No ____
2.
 - a. Is your organization or any officer, director, partner or owner currently debarred or enjoined from doing federal, state or local government work for any reason?
Yes ____ No ____
 - b. Has your organization or any officer, director, partner or owner ever been debarred or enjoined from doing federal, state or local government work for any reason?
Yes ____ No ____

Compliance

Has your organization, within the last five (5) years been terminated on a contract for cause?

Yes ____ NO ____

If you answered yes to the above, **on a separate attachment to firm proposal**, give the date or termination order, or payment, describe the project involved, and explain the circumstances relating to termination. Include the name, email address and phone numbers of person who might be contacted for additional information.

Confidential & Proprietary Information

Identify the page number and section of any information in your proposal that has been identified as confidential, proprietary or a trade secret (see Section 4(A) of the RFP.

Page No.	Section of Proposal	Description of Confidential/Proprietary Information

Acknowledge each addendum received (if applicable)

Addendum Number	Issue Date
1	
2	
3	

Legal Name and Address of Firm (according to your registration with the SCC): **REQUIRED**

_____ Date: _____

_____ By: _____

(Signature in Ink)

_____ Name: _____

(Please Print)

_____ Zip: _____ Title: _____

Phone: _____ FAX: _____

Email: _____ Business License# _____

Virginia State Corporation Commission Identification Number: _____

**ATTACHMENT B
TO
RFP 23-07-09**

SAMPLE REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement # _____ is between the City of Roanoke, a Virginia Municipal corporation, hereinafter referred to as the “City” or “Owner”, and _____, hereinafter referred to as the “Contractor” to provide food services and management, at 215 Church Avenue, Suite 165, Roanoke, Virginia 24011, as further set forth in this Revocable License Agreement (“License” or “Agreement”). This Revocable License Agreement is dated _____, 2022.

RECITALS

WHEREAS, the City owns certain property in Roanoke, Virginia, referenced in Exhibit 3 (List of Locations), hereafter referred to as the “Licensed Area”; and

WHEREAS, the City desires to make use of the Concession Services, Catering Services, and Vending Services to allow City employees and others using the Licensed Area to use such Services.

NOW, THEREFORE, IN CONSIDERATION of the above recitals, which are incorporated herein and made a part hereof, and the mutual covenants contained herein, the parties hereto agree as follows:

SECTION 1. GRANT OF LICENSE.

The City hereby grants to Contractor a Revocable License to use only that part of the City’s property designated in Exhibit 3 (List of Locations) in order for Contractor to provide the City with food services and management, and all such items or services also being referred to hereinafter as the “Work.” Such areas are referred to as the “Licensed Area.”

SECTION 2. TERM OF LICENSE.

- A. The initial term of this License is for one (1) year, from ____, 2022, through ____, 2023, or as negotiated, unless sooner terminated pursuant to the terms of this License or by law, or unless renewed as set forth herein. By mutual agreement of the parties, the term hereof may renew for up to four (4) additional one (1) year periods unless terminated by either party giving at least sixty (60) days prior written notice to the other party before the end of the initial term or any renewal term.
- B. Notwithstanding anything set forth in A above or anyplace else in this License, this License may be terminated by the City at any time, in the City’s sole discretion, by the City giving the Contractor seven (7) days written notice of such termination, except in

the case of an emergency or for health or safety reasons, in which case the City may immediately terminate this License.

SECTION 3. WORK TO BE PERFORMED AND DOCUMENTS.

Contractor hereby covenants and agrees with the City to fully and properly perform the services and the Work called for by this License in a good, timely, and workmanlike manner in accordance with this License and the documents referred to herein. It is also agreed by the parties hereto that the documents to this License consist of this License and the following documents listed below (License Documents), all of which are and constitute a part of this License as if attached hereto or set out in full herein, viz:

1. Insurance Requirements (Exhibit 1).
2. Scope of Work (Exhibit 2).
3. List of Locations (Exhibit 3).
4. City Provided Equipment (Exhibit 4)
5. Contractor Provided Equipment (Exhibit 5)
6. Sample Concession Menu (Exhibit 6)
7. Request for Proposal No. 23-07-09, which is incorporated herein by reference.

The parties agree that if there are any differences between the provisions of the above referenced documents, the provisions of the City's documents and this License will control over any Contractor supplied documents or information.

SECTION 4. USE OF LICENSED AREA.

Contractor shall use the Licensed Area only for the purpose of providing meals, beverages and snacks to City employees and the general public, and subject to the terms and provisions of this License. The Licensed Area shall not be put to any other use without the prior written consent of the City.

SECTION 5. CONDITION OF LICENSED AREA.

Contractor acknowledges that the Licensed Area is being delivered to Contractor in an **AS IS** condition and that Contractor is solely responsible for having examined and investigated such Licensed Area to be sure the Licensed Area is suitable for the purposes that Contractor intends to use the Licensed Area for, namely Contractor's food services and management. Subject to the prior written approval of the City's contract manager, in such manager's sole discretion, Contractor shall be solely responsible for making all improvements and/or modifications necessary to use, and for maintenance of, the Licensed Area for such purposes during the entire term of this License.

SECTION 6. COMPLIANCE WITH LAWS AND REGULATIONS, AND IMMIGRATION LAW.

Contractor agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to all applicable licensing

requirements, environmental regulations, and OSHA regulations. Contractor further agrees that Contractor does not and shall not during the performance of this License knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.

SECTION 7. CITY'S AND CONTRACTOR'S RESPONSIBILITIES.

- A. The City will furnish Contractor with the appropriate space, and utilities to support Contractor's Concession Services, Catering Services, and Vending Services. The City will maintain and service the areas around the Contractor owned Equipment, but not the Contractor owned Equipment. The City will provide Contractor's employees the necessary access and sufficient time to properly service and maintain the Equipment.
- B. The City will provide a dining facility to Contractor, furnished for Contractor's Concession Services and Catering Services. Contractor acknowledges that the extent of the furnishings the City shall provide will consist of those items designated on the attached Exhibit 4. The aforementioned furnishings indicated on the attached Exhibit 4 are the property of the City and shall remain so throughout the term of the Agreement. Contractor agrees to maintain these furnishings in good repair, and to repair or replace these furnishings upon their damage or destruction, at the sole option of the City, at the Contractor's sole cost.
- C. The property owned by the Contractor at of the commencement of this Agreement consists of the equipment designated on the attached Exhibit 5. The City shall have no responsibility to Contractor for the maintenance, upkeep, repair or replacement of either the City's equipment or the Contractor's equipment. The Contractor shall bear the responsibility of repairing or replacing such equipment caused by any reason, including theft or vandalism of the Licensed Area by any party. City hereby agrees to make all structural repairs and replacements to the Licensed Area as necessary. Structural repairs and replacements are defined as repairs and replacements which include but are not limited to repairs and replacements to electrical wiring, heating and air conditioning systems, water, water pipes, toilet, gas, plumbing, other electrical fixtures and the interior walls.
- D. City will furnish electricity, heating, and air conditioning services for the Licensed Area as those services are supplied to other offices in locations set forth in Exhibit 3. Contractor hereby agrees to provide its own janitorial services and those services required to maintain its own personal property, including security, at its sole expense. However, Contractor agrees that City shall not be liable to Contractor for any damage to Contractor or Contractor's business resulting in whole or in part from any lack of such services. Provided, however, Contractor shall be solely responsible for and pay all telephone, data, and other communications lines which may be desired by Contractor. Contractor shall promptly notify the City in writing of any repairs it believes need to be made to the Licensed Area, and the City shall make repairs to the Licensed Area as it deems necessary.

- E. Contractor shall be responsible for acquiring all materials and equipment used in preparing meals other than the furnishings and equipment provided by City as stated above. Specific plans for the installation or repair of any computer service and telephone service, including wiring, must be approved by the City prior to said installation or repair. Such installation and any subsequent repair shall be at Contractor's sole cost and expense.
- F. Contractor agrees to conduct itself, at all times, in a first-class, professional, and businesslike manner, with integrity consistent with reputable business standards and practices, to provide prompt, efficient, and courteous services to customers of the Licensed Area, and to ensure that the behavior of its employees is consistent with promoting a high reputation and positive image of the City of Roanoke.
- G. Contractor agrees to operate and maintain the Licensed Area in a clean and sanitary manner at all times.
- H. City agrees that Contractor will be allowed to change the locks to the Licensed Area located in Room 165 of the Municipal Building, provided that Contractor shall provide City a set of keys to the Licensed Area. Contractor further agrees to inform City in each instance when there is a turnover in management, and to provide a current list of the names and addresses of management personnel each instance a turnover occurs. City will provide one access card to the Municipal South Building, and a set of keys to the Licensed Area.
- I. Contractor agrees to operate its Concession Services at the Municipal Building five days a week, Monday through Friday, and shall maintain regular business hours no later than 8:00AM through no earlier than 2:00PM, or as negotiated, through each day. Contractor may not close its business any day of the year, except those days the building is not open, without approval from the City Manager or the Purchasing Manager, which approval shall not be unreasonably withheld.
- J. All items sold by the Contractor shall be good quality, merchantable, and fit to eat or drink (if applicable). All services provided by the Contractor should be rendered courteously and efficiently. The City reserves the right to prohibit the sale of any item that it deems objectionable. The City reserves the right to order improvement in the quality of either the merchandise or service being rendered.
- K. The sale or consumption of beer, wine, or any other alcoholic beverages is forbidden.
- L. All vending machine items shall be monitored, at least, bi-weekly to insure adequate levels of stock are maintained based on demand.
- M. All food items shall be dated within two weeks of printed expiration date.
- N. All employees should be clean and neatly dressed at all times. Personnel should be properly trained in their duties and should conduct themselves in a courteous manner at all times. The Awarded Offeror shall not retain any person whom the City considers

to be unfit. An adult supervisor must be on the premises if there are any employees under the age of 18 in the Licensed Area.

- O. Contractor agrees to maintain all books, records, electronic data, and other documents relating to this Contract for a period of five (5) years after the end of each fiscal year included in this Contract. The City, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to request, examine, copy, and/or audit any such materials during the term of the Contract and such retention period, upon prior written notice to Contractor. This includes the City's right to audit and/or examine any of the Contractor's documents and/or data as the City deems appropriate to protect the City's interests.

SECTION 8. MAINTENANCE OF AND FAILURE TO MAINTAIN EQUIPMENT.

- A. Contractor shall be solely and fully responsible for properly setting up, installing, maintaining, servicing, cleaning, operating, and removing the Equipment. Contractor shall be responsible for any hook ups and/or connections of Contractor's Equipment in a proper manner to any water line and/or electric outlets. However, should Contractor fail to properly and timely maintain, remove the Equipment, and/or provide any of the other items as required by this License, the City may provide for such maintenance, removal, and/or items and will be entitled to recover all of the City's reasonable costs and expenses, including attorney's fees, from Contractor and Contractor agrees to pay all such monies to the City within ten (10) consecutive calendar days after demand for such from the City.
- B. Contractor, at its sole cost and expense, notwithstanding City's obligation for structural repairs, shall keep and maintain the Licensed Area in good repair, condition and appearance during the term of this Agreement, ordinary wear and tear excepted, and not operate any part of the Licensed Area in a negligent manner. Contractor acknowledges and agrees to make any and all non-structural repairs and replacements to the Licensed Area and its personal property, and the City's property, at its sole expense, provided that Contractor shall make all non-structural changes of every kind or nature which may be required to be made for any reason in connection with Contractor's use of the Licensed Area, only after Contractor receives written approval by City of such changes.
- C. Contractor shall not make any alterations of, additions to or changes in the Licensed Area or equipment without the prior written approval of City, which approval shall not be unreasonably withheld.

SECTION 9. DESTRUCTION OF LICENSED AREA

- A. Contractor agrees not to and shall not commit or permit any act of Contractor, its employees, or agents which results in any wasting or damage to the Licensed Area. Should any such waste or damage occur, the Contractor shall repair and/or replace

all damaged items or areas to the satisfaction of City's contract manager, or, at City's option, pay City the reasonable cost of City having such work performed.

- B. Contractor shall be responsible for insuring all personal property, equipment, and trade fixtures, and Contractor shall hold City harmless for said items, if destroyed or damaged by fire or otherwise.
- C. If Licensed Area is damaged or destroyed in whole or in part by fire or other casualty and the same can be repaired or restored within one hundred twenty (120) days from the date of the damage, City will repair the Licensed Area within the said period.
- D. In the event the Licensed Area is damaged and destroyed and cannot be repaired or restored within one hundred twenty (120) days from the date of the damage, either City or Contractor may terminate this License by giving written notice to the other within thirty (30) days after the damage occurs, in which event this License shall terminate, and rent shall abate in total from the date of such damage or destruction. If neither party elects to terminate this License, City will proceed with due diligence to repair and restore the Licensed Area and the rent shall abate in proportion to the extent Contractor is unable to conduct its business in a normal manner from the date of such damage or destruction.

SECTION 10. LICENSE FEE.

- A. Contractor shall pay to the City, the license fee, for the use of the Licensed Area located in Room 165 of the Municipal Building, the sum as agreed upon during negotiations, per month, for the initial term and any renewal term of this License Agreement, unless such amount is increased by City during any renewal term. The license fee shall be prorated for any partial months. Payment must be remitted no later than the 5th of each month by remitting such payment to the City Treasurer's Office, located at Room 254, Municipal Building, and Roanoke Virginia, 24011. In the event such rent is not received by the 5th of each month, a 5% late payment fee will be added to the amount of rent due that month.
- B. Contractor shall provide a monthly statement, reporting sales volume for each month. Statement is due by Contractor, to the City, no later than the 10th of each month. Contractor shall pay the City an amount of money determined by multiplying the ____ % percentage fee by the gross receipts
- C. For catering services requested by the City for weather emergencies Contractor shall submit a request for payment. The payment requested shall be for the services completed as required by this Contract and approved by the City. Payment will only be made for work actually performed, services actually supplied, and/or materials or goods furnished to the City, all of which need to be approved and accepted by the City prior to such payment, unless otherwise provided for in the Contract documents. Once a payment request has been received by the City, the City will process such payment request. If there are any objections or problems with the payment request, the City will

notify the Contractor of such matters. If the payment request is approved and accepted by the City, payment will be made by the City to the Contractor not more than 30 days after such request has been approved.

SECTION 11. RETURN OF LICENSED AREA.

- A. Contractor agrees that upon the expiration and/or termination of this License, including any extensions thereof, that Contractor shall return the Licensed Area to the City in as good a condition as it was at the start of the License, ordinary wear excepted, and that all permanent improvements to the Licensed Area by the Contractor will become the property of the City upon any such expiration or termination of this License. However, Contractor shall remove, at Contractor's sole expense, any of Contractor's temporary or personal property not permanently affixed to the Licensed Area provided it will not cause any damage to the Licensed Area, and Contractor shall repair, to the satisfaction of the City's contract manager, any damages to the Licensed Area caused by any removal of such items.
- B. The Contractor shall return its keys and building access card, and shall promptly clean up and remove all its personal property and non-fixture items from the Licensed Area, and return the Licensed Area to the City in the same condition it was delivered to the Contractor at the commencement of this agreement.
- C. The City has no right, title, or interest in or to the Equipment or Products, and shall not assert or disturb rights, title, or interest to any Equipment, inventory, or other property furnished or installed by Contractor on the Licensed Area. The City shall not operate, remove, or tamper with such Equipment, Products, or other property, except as may be otherwise provided for in this License.

SECTION 12. FIXTURES

- A. All fixtures, equipment, improvements, and appurtenances permanently vacated to or built into the Licensed Area, whether or not by or at the expense of Contractor, and any personal property of the City or installed by City in the Licensed Area shall be and remain a part of the Licensed Area and shall be deemed property of the City and shall not be removed by Contractor.
- B. All movable partitions, furnishings, furniture, machinery and equipment, communications equipment, and other personal property located in the Licensed Area and acquired by or for the account of Contractor without expenses to City may be removed by Contractor at any time during the term hereof, provided that Contractor shall repair any damage to the Licensed Area resulting from such removal to the reasonable satisfaction of City.

SECTION 13. RESPONSIBILITY FOR LICENSED AREA.

Contractor agrees that Contractor shall be responsible for any and all damages to the Licensed Area and Equipment due to Contractor's use and/or for any and all other claims arising from such use and/or for Contractor's actions or omissions, including, but not limited to, any damages to vehicles, any loss of personal property, any personal injuries, and any other injuries or damages of any type.

SECTION 14. TAXES AND ASSESSMENTS

Contractor agrees that it will be responsible for the payment of any leasehold taxes or other legal taxes, including meals taxes, charges or assessments imposed by virtue of its occupancy of the Licensed Area. Contractor's nonpayment of any of the taxes required by law to be paid by Contractor is a specific breach of this Agreement.

SECTION 15. COMPLIANCE WITH LAWS AND FOOD SAFETY PRACTICES.

Contractor agrees to conform to and not to violate the U.S. Food and Drug Administration (FDA) Food Code, the Americans With Disabilities Act (ADA), in addition to all other applicable laws, ordinances, rules, regulations, and requirements of federal, state, county, municipal, or other governmental authorities and the various departments thereof now existing or hereinafter created affecting Contractor's use and occupancy of the Licensed Area.

Contractor specifically agrees to comply with all laws relevant to food safety practices that are standard in the restaurant industry and to adhere to proper food preparation, storage, and disposal practices. Contractor shall regularly inspect its inventory and promptly dispose of and not sell or use any products that have expired or whose sell by date has passed. In the event that Contractor breaches this duty, or such breach is not cured within twenty four hours after Contractor receives notice of such breach, or if Contractor receives more than 5 of complaints from the Virginia Department of Health within six months, City reserves the right to terminate this agreement without incurring any liability to Contractor.

SECTION 16. OPERATION OF LICENSED AREA IN A SUSTAINABLE AND "GREEN" MANNER.

- A. Contractor agrees to operate the Licensed Area and its business in a sustainable and "green" manner wherever possible. For purposes of this Agreement, this means that Contractor will adopt such business practices and policies that include, but is not limited to, limiting its purchase and acquisition of products and materials used in its business and in the Licensed Area to such products that can be recycled or otherwise used and reused in conformance with applicable federal, state and local law, without such products being discarded as trash, and that Contractor will dispose of all food, waste and other materials and byproducts used in and generated as a result of Contractor's business in an environmentally safe manner, in accordance with applicable laws and regulations.

- B. All vending machines shall have energy efficient lighting, incorporating T-8, T-5 CFL or LED type lighting or the equivalent. Light circuits with the vending machines must have the capability to turn off by program or timer each evening. The refrigeration portion of the vending machines shall be modern and listed as high efficient.

SECTION 17. PAYMENTS TO OTHERS BY CONTRACTOR.

The Contractor agrees that Contractor will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding Contractor's payment to other entities. Contractor further agrees that the Contractor shall indemnify and hold the City harmless for any lawful claims resulting from the failure of the Contractor to make prompt payments to all persons supplying the Contractor equipment, labor, tools, or material in connection with the work provided for in the License.

SECTION 18. HOLD HARMLESS AND INDEMNITY.

Contractor shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near the City's property or arising in any way out of or resulting from any of the work or items to be provided under this License, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Contractor agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this License.

SECTION 19. RISK OF LOSS.

Notwithstanding anything in this License to the contrary, Contractor shall bear the risk of any loss or damage to any of Contractor's Equipment, Products, goods and items in the Licensed Area during the term of this License. Also, notwithstanding anything in this License to the contrary, the City shall not be liable for any direct, consequential, incidental, or any other damages incurred by Contractor due to any malfunction, vandalism, acts of God (including, without limitation, lightning, wind, rain, flood, hail, fire, or storms), lack of electricity, lack of air conditioning, lack of heat, or any other damages resulting from any reason whatever to the Licensed Area or arising out of or resulting from any use of the Licensed Area by the Contractor.

SECTION 20. RIGHT OF INSPECTION BY THE CITY.

- A. The City shall have the right to inspect the Licensed Area at any time or times during the term of this License, provided, however, that such inspections shall not unreasonably interfere with the Contractor's use of the Licensed Area.

- B. Contractor shall permit City or its authorized agents to enter the Licensed Area located in Room 165 of the Municipal Building for the purpose of inspection at any reasonable time or times and upon reasonable notice during the term of this Agreement provided, however, that such inspections shall not unreasonably interfere with Contractor's use and occupancy of the Licensed Area.

SECTION 21. CITY'S LIMITATION OF LIABILITY.

The City shall not be responsible for any defect or change in the condition of the Licensed Area or for any resulting damages or injury to any persons or property occurring in the Licensed Area or for any damages or loss of any of the Contractor's Equipment or Products or other items in the Licensed Area.

SECTION 22. SIGNS.

Contractor covenants and agrees that all signage and the general appearance of the Licensed Area shall be subject to the prior approval of the City, which approval shall not be unreasonably withheld. Contractor shall remove any signage or other materials which negatively affect the general appearance of the Licensed Area in the sole and exclusive discretion of City. All permanent alterations, changes, and improvements, by whomsoever made, shall become the property of City. Nothing contained in this paragraph shall be construed as requiring City to make any repairs or replacements, including repairs or replacement to City or Contractor's equipment, except repairs of a structural nature, as specified above.

SECTION 23. DEFAULT.

If Contractor fails or refuses to perform any of the terms of this License, including poor services, work, or materials, the City may, by written notice to Contractor, terminate this License in whole or in part as set forth in Section 2 of this License. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to the City resulting from Contractor's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

SECTION 24. NONWAIVER.

Contractor agrees that the City's waiver or failure to enforce or require performance of any term or condition of this License or the City's waiver of any particular breach of this License by the Contractor extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this License or a waiver of any other breaches of the License by the Contractor and does not bar the City from requiring the Contractor to comply with all the terms and conditions of the License and does not bar the City from asserting any and all rights and/or remedies it has or might have against the Contractor under this License or by law.

SECTION 25. ASSIGNMENT.

Contractor may not assign or transfer this License in whole or in part except with the prior written consent of the City Manager, which consent shall not be unreasonably withheld. If consent to assign is given, no such assignment shall in any way release or relieve the Contractor from any of the covenants or undertakings contained in this License and the Contractor shall remain liable for the License during the entire term thereof.

SECTION 26. CONTRACTUAL DISPUTES.

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after expiration or termination of the License. However, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the City Manager or the City Manager designee within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the City Manager. The Contractor may not institute legal action prior to receipt of the City's decision on the claim unless the City Manager fails to render such decision within 120 days from submittal of Contractor's claim. The decision of the City Manager shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2 - 4364, of the Va. Code (Legal Actions Available to Parties). Failure of the City to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the City's failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2 - 4365 of the Va. Code has been established for contractual claims under this License.

SECTION 27. SUCCESSORS AND ASSIGNS.

The terms, conditions, provisions, and undertakings of this License shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

SECTION 28. PROTECTING PERSONS AND PROPERTY.

The Contractor expressly undertakes, both directly and through its subcontractors, to take every reasonable precaution at all times for the protection of all persons and property at the location of the Work or in the vicinity of the Work or that may be affected by the Contractor's operation in connection with the Work. Contractor shall also be responsible for any inventory shortages and discrepancies of any type regarding Contractor's Equipment and/or Products.

SECTION 29. RIGHTS CUMULATIVE.

All rights, powers, and privileges conferred hereunder upon the City to enforce this License shall be cumulative, and are in addition to and not restrictive to those given by law.

SECTION 30. NOTICE.

All notices hereunder must be in writing and shall be deemed validly given if personally delivered, if sent by United States Postal Service certified mail (return receipt requested), or by a nationally-recognized overnight courier, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To City:	City of Roanoke Purchasing Division Attn: Purchasing Manager Noel C. Taylor Municipal Building, Room 202 215 Church Avenue, SW Roanoke, Virginia 24011
Telephone:	(540) 853-2871
Facsimile:	(540) 853-1513
Email Address:	@roanokeva.gov
If to Contractor:	Attn: _____, President/CEO _____ _____
Email Address:	_____
Phone:	_____

Notice shall be deemed delivered on the date of personal delivery or service, two (2) days after deposit in the United States mail, or the day after delivery to a nationally-recognized overnight courier.

SECTION 31. CHOICE OF LAW AND FORUM SELECTION.

This License shall be governed by the laws of the Commonwealth of Virginia, without application of Virginia’s conflict of law provisions. The parties agree that any claim or action arising from or connected with this License shall be brought only in the Roanoke City Circuit Court or the Roanoke City General District Court and the parties submit themselves to such jurisdiction.

SECTION 32. COUNTERPART COPIES.

This License may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

SECTION 33. SEVERABILITY.

If any provision of this Revocable License, or the application of any provision to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Revocable License shall not be affected and all other terms and conditions of this Revocable License shall be valid and enforceable to the fullest extent permitted by law.

SECTION 34. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.

Contractor shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a contractor organized as a stock or nonstock 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 (Types of Entities Required to be Registered in Virginia) or as otherwise required by law. Contractor 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, to be revoked or cancelled at any time during the term of the License. THE CITY may void the License if the Contractor fails to remain in compliance with the provisions of this section.

SECTION 35. ENTIRE CONTRACT.

This License, together with any attachments, exhibits, and referenced documents, constitutes the entire agreement of the parties hereto and supersedes all prior offers, negotiations, and agreements among the parties. No amendment to this License shall be valid unless made in writing and signed by the authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this License by their authorized representatives.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

WITNESS:

Printed Name and Title

(Full Legal Name of Contractor)

By

Printed Name and Title

WITNESS:

Printed Name and Title

CITY OF ROANOKE, VIRGINIA

By

City Manager or Authorized City Representative

Printed Name and Title

Printed Name and Title

Approved as to form:

City Attorney

Approved as to Execution:

City Attorney

EXHIBIT 1
TO REVOCABLE LICENSE AGREEMENT
BETWEEN CITY OF ROANOKE AND _____
FOR FOOD SERVICES AND MANAGEMENT

REFERENCE: RFP # 23-07-09

SAMPLE CONTRACTOR'S INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS SECTION

The Contractor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to the City, and such proof has been approved by the City. The Contractor confirms to the City that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.
- B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The City and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Contractor shall immediately notify in writing the City of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the City with the signed Contract an Acor certificate of insurance which states in the description of operations section one of the two paragraphs below:
 - (1) The City and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. (If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

OR

- (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to the City and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. (A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

However, if B (1) or (2) cannot be provided, the City's Risk Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable. The City of Roanoke shall also be named as the Certificate Holder.

- C. The minimum insurance policies and/or coverages that shall be provided by the Contractor, including its subcontractors, include the following:

- (1) Commercial General Liability: \$1,000,000.00

\$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).

\$1,000,000.00 Products/Completed Operations Aggregate Limit.

\$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).

\$1,000,000.00 each occurrence limit

- (2) Automobile Liability: \$1,000,000.00 combined single limit

- (3) Workers' Compensation and Employer's Liability:

Workers' Compensation: statutory coverage for Virginia

Employer's Liability:

\$100,000.00 Bodily Injury by Accident each occurrence

\$500,000.00 Bodily Injury by Disease Policy Limit.

\$100,000.00 Bodily Injury by Disease each employee.

- (4) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.

- (5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Contractor's and its subcontractors' insurance company shall waive rights of subrogation against the City and its officers, employees, agents, assigns, and volunteers.
- (6) Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract. If required by the Contract, such policies and/or coverages could include, but are not limited to, Errors and Omissions/Professional Liability, Crime/ Fidelity, Environmental and/or Pollution, Builder's Risk, Umbrella/Excess.
- (7) Should any required insurance coverage be canceled or materially altered before the expiration term of the contract, it is the responsibility of the contractor to notify the City of such within thirty (30) days of the effective date of the change.

D. Proof of Insurance Coverage:

- (1) Contractor shall furnish the City with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.
- (2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

E. Insurance coverage shall be in a form and with an insurance company approved by the City, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

F. The Contractor's insurance policies and/or coverages shall not contain any exclusions for the Contractor's subcontractors.

G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Contractor for default.

- H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. The City does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the City or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the City to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

END

**EXHIBIT 2
TO REVOCABLE LICENSE AGREEMENT
BETWEEN CITY OF ROANOKE AND _____
FOR FOOD SERVICES AND MANAGEMENT**

REFERENCE: RFP # 23-07-09

SCOPE OF WORK

The following are the services and/or items that the Successful Offeror will be required to provide and such services are to be included in the bids.

The services, work, and/or items that the Contractor shall provide in a timely and proper manner in accordance with the Contract include, but are not necessarily limited to, the following:

Final scope of services will be negotiated with the successful Offeror.

**EXHIBIT 3
TO REVOCABLE LICENSE AGREEMENT
BETWEEN CITY OF ROANOKE AND _____
FOR FOOD SERVICES AND MANAGEMENT**

REFERENCE: RFP# 23-07-09

LIST OF LOCATIONS

Final List of Locations will be negotiated with the successful Offeror.

**EXHIBIT 4
TO REVOCABLE LICENSE AGREEMENT
BETWEEN CITY OF ROANOKE AND _____
FOR FOOD SERVICES AND MANAGEMENT**

REFERENCE: RFP # 23-07-09

CITY PROVIDED EQUIPMENT

Final City Provided Equipment will be negotiated with the successful Offeror.

**EXHIBIT 5
TO REVOCABLE LICENSE AGREEMENT
BETWEEN CITY OF ROANOKE AND _____
FOR FOOD SERVICES AND MANAGEMENT**

REFERENCE: RFP # 23-07-09

CONTRACTOR PROVIDED EQUIPMENT

Final Contractor Provided Equipment will be negotiated with the successful Offeror.

**EXHIBIT 6
TO REVOCABLE LICENSE AGREEMENT
BETWEEN CITY OF ROANOKE AND _____
FOR FOOD SERVICES AND MANAGEMENT**

REFERENCE: RFP # 23-07-09

SAMPLE CONCESSION MENU

Final Concession Menu will be negotiated with the successful Offeror.

**EXHIBIT 7
TO REVOCABLE LICENSE AGREEMENT
BETWEEN CITY OF ROANOKE AND _____
FOR FOOD SERVICES AND MANAGEMENT**

REFERENCE: RFP # 23-07-09

RFP will be included in final executed contract for reference.