

HAMPTON VA

REQUEST FOR PROPOSALS – NON-PROFESSIONAL SERVICES

ISSUE DATE: March 7, 2017	RFP #: 2017-77/LDW	NGIP CODE: 961.15
DATE/TIME OF CLOSING: April 4, 2017 4 PM ET	BUYER NAME: Lin Whitley	COMMODITY: Concessions
<p>The City of Hampton, Virginia is issuing a Request for Proposals (RFP) for commercial pushcart and food truck vendors to operate at Buckroe Beach. In addition, the City is providing three commercial sheds and is seeking retail vendors interested in selling beach related merchandise. The available site locations and number of vendors per site can be found in Attachment C: Buckroe Concession Locations. The days and hours of operation can be found in Attachment D: Available Hours of Operation. The successful Vendors will be responsible for concession operations in accordance with the terms and conditions set forth in this RFP and any subsequent Vendor License Agreement.</p> <p>ACKNOWLEDGE RECEIPT OF ATTACHMENTS: A _____ B _____ C _____ D _____ (Please initial)</p> <p>ACKNOWLEDGE RECEIPT OF ADDENDUM (S): 1 _____ 2 _____ 3 _____ 4 _____ (Please initial)</p> <p>INCLUSION OF FOLLOWING ATTACHMENT WITH PROPOSAL: C _____ D _____ E _____ (Please Initial)</p>		
<p>Pre-Proposal Conference - Non-mandatory: EDA Conference Room located at 1 Franklin Street, Ste. 600 Hampton VA 23669 on March 15, 2017 at 10:00 am EST.</p>		

COMPETITIVE NEGOTIATION. This Request for Proposals (“RFP”) is subject to the competitive negotiation provisions outlined in Virginia Code §2.2-4302.2. In addition, **the City requires that proposals be sealed.** Sealed proposals will be received in the Issuing Office above until Closing Date and Closing Time as specified in this solicitation including any addenda issued by this office. The City of Hampton is not responsible for late delivery by the United States Postal Service or any other courier. All inquiries for information regarding this RFP are to be directed to the Issuing Office as defined herein.

The City of Hampton does not discriminate against faith-based organizations or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

BACKGROUND

Hampton: Established in 1610, Hampton is one of America’s oldest cities, rich in history and charm. Located on the mouth of the Chesapeake Bay, Hampton is graced with miles of shoreline and breathtaking water views. The City is in the heart of the Hampton Roads region and at the center of the East Coast.

Buckroe Beach is bordered by the Chesapeake Bay. The beach is nearly one mile in length, is family-friendly, and includes an 8 acre park with a band stand, gazebo, public pier, children’s playground, rentable picnic shelters, board walk, bath house, and free public parking. Certified lifeguards are on duty daily from 10 am to 6 pm Memorial Day through Labor Day, attracting over 175,000 visitors to the beachfront alone. Additionally the popular James T. Wilson Fishing Pier is one block away. During the summer months, visitors can swing to the sounds of the Sunday night “Groovin’ by the Bay” Concert Series,” Memorial Day through Labor Day weekends.

Goals: This RFP is part of a pilot program with the goals of granting vendors retail and concession privileges at Buckroe Beach to offer high quality, unique, and diverse menu items and retail conveniences to visitors, creating a casual, engaging dining and shopping experience which complements other beach amenities and activities to attract new and returning visitors to the beach.

Offeror Information:

Business Name: _____ Name of Offeror: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____ State Corporation Commission ID: _____

City of Hampton Business Prof. License Tax No.: _____

Federal Tax Identification Number: _____; **OR** Social Security Number (Sole Proprietor): _____
(NOTE: Numbers identified as social security numbers will be redacted in public documents.)

Business Website (if applicable): _____

Business Social Media Address (if applicable): _____

Please check all services for which you are applying:

Food Truck Vendor Beach Hut Vendor Push Cart Vendor

Business Classification:

Is Offeror a “minority” business? Yes No

African American Hispanic American Native American Asian American

Other; Please Explain: _____

Is Offeror Woman Owned? Yes No

Is Offeror a Small Business? Yes No

Is Offeror a Faith-Based Organization? Yes No

Is Offeror a Disabled/Non-Disabled Veteran Business? (for informational purposes only) Yes No

Check One: **INDIVIDUAL** **PARTNERSHIP** **CORPORATION** **LLC**

State in which Registered or Incorporated _____

Issuing Office: Wherever used in this Request for Proposal, the Issuing Office Will Be:

Buyer Name	Phone: 757-727-2200
Consolidated Procurement Division	Fax: 757-727-2207
1 Franklin Street, Suite 345	Email: lin.whitley@hampton.gov
Hampton, Virginia 23669	

Wherever used in this Request for Proposal, the City Contract Administrator will be:

Name: Amy Jordan	Phone: 757-728-5147
Department: Economic Development	Email: ajordan@hampton.gov
Address: 1 Franklin St, Ste 600 Hampton VA 23669	
Hampton, Virginia 23669	

I. SCOPE OF WORK. The following is a general overview of the balanced assortment of vendors the City is looking to permit at Buckroe Beach and the requirements that will be expected of Vendors:

A. Pushcarts.

1. **Summary:** Pushcarts are any wheeled vehicle or device other than a motor vehicle or trailer that may be moved with or without the assistance of a motor and that does not require registration by the department of motor vehicles and may include bicycle carts. The expectation is for pushcart vendors to serve ice cream, snow cones, similar frozen treats, popcorn, hot dogs, and nonalcoholic beverages and snacks. All pushcart vendors shall hold or obtain a permit from Virginia Department of Health (VDH) prior to operating. All pushcart vendors must stay within the designated area as specified in Attachment C to include the public boardwalk and public pier excluding blackout dates and times on the public pier for special events. No more than three pushcart vendors shall be allowed at any given time. Power and water is available on the public pier but no other power or water source is available along the boardwalk and park. Carts using propane heating sources shall pass inspections consistent with state and local regulations. Prices must be displayed prominently on a sign approved by the City.
2. **Prohibitions:** No alcohol sales will be permitted and no music will be permitted. As part of the City's "Go Green" initiative, the use of Styrofoam food and beverage containers is prohibited.
3. **Fees to be Collected by City:**
 - No commission of sales will be collected during the first season of operation. Vendors shall be required to submit a copy of the reportable taxable sales to the Contractor Administrator every two weeks.
 - Vendor will pay a licensing fee \$100 per month, due and payable on the 1st day of June, July, and August. Vendor will not be charged for partial months of May and September.

B. Food Trucks.

1. **Summary.** A food truck is a mobile food unit. A mobile food unit means a food establishment (i.e. restaurant) mounted on wheels(excluding boats in the water) readily moveable from place to place at all times during operation and shall include, but not be limited to, pushcarts, trailers, trucks, or vans. The unit, all operations, and all equipment must be integral to and be within or attached to the unit. For the purpose of this section, a food truck is a fully enclosed, self-contained unit with floors, walls and ceilings. All mobile unit vendors shall hold or obtain a permit from Virginia Department of Health prior to operating. Only four (4) food trucks shall be allowed at any given time and may only park within the permitted parking area defined in Attachment C. We expect to utilize two (2) food trucks Monday through Thursday and four (4) food trucks Friday through Sunday. No other access to other public right-of-ways or parking space will be available. A menu with prices must be displayed outside of the food truck.
2. **Prohibitions:** Other than the provision for a small condiment table located directly adjacent to the food truck, the food truck operator shall not utilize tables, chairs, or audio amplification in conjunction with the food truck. All equipment shall be contained within or on the food truck. No alcohol or music is allowed. City trash receptacles are for patrons only and may not be utilized by the vendor. No liquid waste or grease may be poured into any pit, storm drain, gutter pan, sidewalk, or any other public space. Grease cannot be released into the City's sanitary sewer system. As part of the City's "Go Green" initiative, the use of Styrofoam food and beverage containers is prohibited.
3. **Fees to Be Collected by City:**
 - No commission of sales will be collected during the first season of operation. Vendors shall be required to submit a copy of the reportable taxable sales to the Contract Administrator every two weeks.
 - Vendor will pay a licensing fee of \$300 for the entire summer, due and payable on the 1st day of June.

C. Retail "Pop-Up" Shops

1. **Summary:** The City of Hampton plans to temporarily license use of three commercial beach hut units in the area identified in Attachment C for retail sales of products and commodities of interest to beach goers.

This includes but is not limited to the sale of Hampton and Buckroe themed souvenirs; handmade jewelry and other locally made art and crafts; custom made shirts, hats and other accessories; locally made commercially prepared and individually prepacked non-TCS (time/temperature control for safety) food such as gourmet popcorn, desserts, and confectionaries from approved VDH sources; and beach sundries such as beach chairs, beach toys, flotation devices, sunglasses, sunscreen, towels, sandals, and bathing suits. Commercial Beach Huts will be approximately 10 feet by 12 feet. Electrical service will be provided and included as part of the License Agreement. A list of prices for merchandise shall be displayed outside the beach hut, as approved by the City.

2. **Prohibitions:** The vendor shall not leave merchandise in the hut overnight. No alcohol or music is allowed. All merchandise displayed should be family-friendly (i.e., no profanity, sexual reference or graphics, drug references or paraphernalia, products with politically or racially divisive tones, or similarly suggestive content). City trash receptacles are for patrons only and may not be utilized by the vendor. As part of the City’s “Go Green” initiative, the use of Styrofoam food and beverage containers is prohibited.
 - **Fees to be Collected by City** No commission of sales will be collected by the City during the first season of operation. Vendors shall be required to submit a copy of the reportable taxable sales to the Contract Administrator every two weeks.
 - A \$300 refundable damage deposit is required upon signing the licensing agreement
 - A monthly licensing fee of \$150 per month for use of the hut payable on the 1st of June, July, and August; Vendor will not be charged for partial months of May and September. This licensing fee will cover electricity for the Beach Hut and a security system installed and operated by the City.

D. Event Companies: Event companies who are interested in managing and coordinating food trucks, push carts and / or pop-up retail in whole or in part may also submit a proposal. The managing Event Company would be expected to schedule Vendors for the entire summer season, check in with vendors at Buckroe Beach on a daily/weekly basis to ensure they are performing obligations, be responsible for social media posting and advertising, and provide a list of the food vendors to the Contractor Administrator prior to the beginning of the season.

II. APPLICATION REQUIREMENTS

A. Proposal Submittal Requirements:

1. Each proposal submission shall be submitted to the Issuing Office and shall include the following:
 - i. Pages 1-2 of this RFP and it will contain:
 - a. Original signature of an agent authorized to bind the company
 - b. Requested contact information
 - c. Company Federal Employer Identification Number
 - d. Acknowledgement of any addenda received
 - ii. Proposals are to be organized according to the following tabs:
 - Tab 1 - Experience
 - Tab 2 - Capabilities and Skills
 - Tab 3 - Services to be Provided
 - Tab 4 – Exceptions / Proposed Alternatives to the City Requirements
 - Tab 5 –Small, Minority and Woman Owned Business participation
 - Tab 6 - Social Media Presence/Advertising
 - iii. All proposal pages must be numbered
 - iv. Required Attachments
 - Hours of Operation - Availability (**provide on Attachment D**)
 - Pictures of proposed retail products to be sold with general pricing
 - Dimensions of Food Trucks and Carts with pictures/illustrations

- Sample menus with pricing for food related vendors
2. Proposals must be submitted utilizing the following requirements:
 - i. Offerors shall submit sealed proposals in a labeled envelope or package with the Request for Proposal's Item Number and the name and address of the Offeror. Proposals received by telephone, email, facsimile, or any other means of electronic transfer will not be accepted.
 - ii. Submit the original and five (5) copies of the proposal.
 - iii. All proposals must be received and time stamped in the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Any proposal received aft the specified date and time (4:01 PM EST or later) will not be considered and will be returned to the Offeror unopened.
 - iv. Proposals must include all elements noted in the "Preparation of Proposals" section below.
 - v. Include a statement setting forth the basis for protection of proprietary information, if any, as detailed in the "Proprietary Information/Disclosure" section.
 3. Offerors are encouraged to submit proposals on recycled paper and to use double sided printing.
 4. Offerors should be thorough in addressing the Specific Requirements and the Proposal Submittal Requirements as outlined in this RFP.

B. Proposal Content Evaluation

1. **Tab 1:** Experience - Provide a concise description of all work experiences as they relate to the scope of work outlined herein. Said description should include, but not be limited to:
 - i. Offeror's established experience record in providing comparable services to organizations similar to the City of Hampton.
 - ii. Number and types of customers the Offeror has served with comparable services.
 - iii. Number of years Offeror has been providing these types of services.
 - iv. A minimum of three (3) references for which Offeror has completed services comparable to those described in this RFP. Include references for work performed in an environment comparable to the City of Hampton. For each reference, detail:
 - a. Name and address of company
 - b. Name, title, address, email address, telephone and fax numbers of a contact for the company
 - c. Number of years the Offeror has served the firm
 - d. Brief summary of scope of services provided to the company
 - v. Other available documentation to verified Offeror's experience
 - vi. A statement detailing why the Offeror is the best candidate to provide the City of Hampton with the services requested in this RFP.
2. **Tab 2:** Capability and Skill - Describe the qualifications and skills of the organization to provide the services. Said description should provide, but not be limited to, the following information:
 - i. Background information about the organization, e.g., philosophy, ownership, size, facilities and locations, etc.
 - ii. Offerors management structure of the company, e.g. organization chart of the firm, project team, etc., if applicable
 - iii. Size and location of the business that will serve the City of Hampton?
 - iv. Offeror's qualifications to perform the services, including all resources available to Offeror for the performance of the scope of services.
 - v. Qualifications of team members and other employees who will be managing and performing the services under the License. Please describe how each team member will be involved in this specific project.
 - vi. Name, title, address, email address, telephone and fax numbers, and work hours of the Offeror's Representative for the following functions:
 - a. Contact person for completing duties under the License Agreement after award

- b. Contact person during the period of evaluation
 - c. Authorized agent to accept any notices provided for in the License Agreement
- vii. Indicate the type of organization you represent, i.e. individual, partnership or corporation. If the Offeror is a corporation, list the names of the President, Vice-President, Secretary, Treasurer and all Principals. If the Offeror is a partnership, include the names of all principals or partners.
 - viii. A copy of the certificate verifying the firm is authorized to do business in the Commonwealth of Virginia, including State Corporation Commission Registration Number.
 - ix. A copy of the Offeror's license to do business in Hampton, Virginia.
 - x. If applicable - a detailed list of licenses held, including license class and number – food services licenses and business
 - xi. Offeror's current financial condition. Provide supporting documentation and audited annual reports for the past three (3) years. If Offeror's company is privately held, supply sufficient information to document the company's financial status and capability to perform under the License Agreement. Include any financial ratings held by the firm.
 - xii. If Offeror intends to subcontract any part of the work under the License Agreement, indicate services to be subcontracted and subcontractor(s) to provide said services.
3. **Tab 3:** Services to be provided. Provide a detailed description of the services to be provided. Said description is to address, at a minimum:
- i. **Pushcart Services:**
 - a. Dimensions of cart to be used
 - b. Picture or illustration of cart
 - c. Sample list of items available for purchase with costs
 - d. Photos of items proposed for retail
 - ii. **Food Truck Services:**
 - a. Food truck dimensions and picture or illustration of food truck
 - b. Example of typical menu and pricing of items
 - iii. **Pop-Up Retail Services:**
 - a. Examples and prices of merchandise to be offered
 - iv. **Event Companies:**
 - a. Describe any preexisting agreements with the type of vendors described above
 - b. Any Commission to be charged by Event Company
 - c. Any management fee to be charged to the City by Event Company
 - v. **For all Services:**
 - a. Best practice approaches to providing services to the City that enhance efficiency and effectiveness. Innovative solutions will be considered by the City.
 - b. If already engaged in business related to the Scope of Work in the RFP, please provide a list of your best selling items.
 - c. Provide description of Offeror's customer base and plan to draw those customers to this retail opportunity
 - d. A detail of any assistance, equipment, or other items the Offeror will require the City to furnish under the License Agreement.
 - e. A description of Vendor's procedures and policies regarding cash handling and credit card acceptance, including plan for protection and security of cash and customer data.
4. **Tab 4:** Exceptions/Alternatives.
- i. Detail any exceptions taken to the *Scope of Work* and *Terms and Conditions* sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken. Offeror must not incorporate its standard contract document into its proposal, by reference or in

full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the *Exceptions/Alternatives* section of this RFP.

- ii. Detail any proposed alternatives the City’s requirements as outlined in this RFP.
- 5. **Tab 5:** Minority/Woman Owned Programs. Provide details about your status as a minority or woman owned business.
- 6. **Tab 6:** Social Media Presence/Advertising
 - i. Describe Offeror’s social media presence/ describe how Offeror uses/would plan to use social media to inform consumers about your products and increase business.
 - ii. Describe other advertising options/ideas to generate business at Buckroe Beach.

C. Proposal Scoring. Offeror Selection will be based upon a qualitative review of the proposals submitted. During the review process, City staff may request additional clarifying information from any or all applicants that submitted a proposal.

EVALUATION CRITERIA	POINTS
Experience at Outdoor Vending Especially in Hampton and Surrounding Region	30
Quality of the products to be sold and cost of product	30
Quality/Appearance of Equipment	25
Promotional Materials: i.e. websites, social media, advertising, and/or other means of promoting operations	15
TOTAL	100

III. INSTRUCTIONS TO OFFERORS

- A. Contact with City/City Staff, Representatives, and/or Agents.** Direct contact with City staff, representatives, and/or agents other than the Consolidated Procurement Division staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent or designated representative.
- B. Pre-Proposal Conference.** A Non-Mandatory Pre-Proposal conference will be held in the EDA Conference Room located at 1 Franklin Street, Ste. 600 Hampton VA 23669 on March 15, 2017 at 10:00 am ET to answer any questions regarding this RFP. Any changes determined necessary as a result of this conference or any other source that may affect the responses to the proposal will be formally addressed by the Issuing Office via addenda. Attending this conference is not mandatory, but is advisable.
- C. Site Visit.** Immediately following the pre-proposal conference the City will conduct a site visit for offerors intending to submit a proposal in response to this RFP.
- D. Questions.** Offerors must submit questions regarding the RFP in writing to the Issuing Office via fax (757) 727-2207 or email questions to lin.whitley@hampton.gov no later than 4:30 PM EST on March 17, 2017. Necessary replies will be issued to all Offerors of Record as addenda that shall become part of the solicitation documents. Oral instructions do not form a part of the proposal documents. Offeror is responsible for checking website <http://www.Hampton.gov/bids-contracts> or contacting the Issuing Office within 48 hours prior to proposal closing to secure any addenda issued for this RFP.
- E. Changes or Modifications.** Changes or modifications to this RFP made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Offerors are to acknowledge receipt of addenda in the space provided on the cover page of this RFP. Oral communications are not a part of the proposal documents. This RFP and any addenda shall be incorporated, by reference, into any resulting agreement.
- F. RFP Closing.** Offeror shall ensure its sealed proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of the RFP. Proposals received after the specified date and time (time stamped 4:01 PM or later) will not be considered and will be returned to the Offeror unopened.

G. Procedure for Evaluation of Proposals

1. After the proposal opening, the City will select for further consideration two or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on Offerors' responses to the information requested in this RFP.
 - i. The City may, in its sole discretion, determine in writing that only one offeror is fully qualified or is clearly more highly qualified and suitable than others under consideration, and may negotiate and award the License Agreement to that Offeror.
2. Based on the initial evaluation, the City may request the selected Offerors to make oral presentations. Thereafter, the City will conduct negotiations with each of the selected short-listed Offerors. Individuals representing the Offeror during negotiations shall have the authority to negotiate and contractually bind the company to an agreement.
 - i. If in the City's opinion, presentations or demonstrations of the Offeror's proposed system's features and capabilities are warranted, the City will notify the appropriate Offerors. Such presentation or demonstration will be at the City site at a date and time mutually agreed to between the City and Offeror and will be at the Offeror's expense.
3. The City shall negotiate with Offerors, beginning with the Offeror ranked first. If an agreement satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the public body, the award shall be made to that Offeror. If not, negotiations with the Offeror ranked first shall be formally terminated and negotiations shall be conducted with Offeror ranked second.
 - i. This process shall continue until an agreement acceptable to the City can be negotiated and awarded. Note that negotiations may result in the award of multiple agreements. In that case, negotiations with prior Offerors may not be formally terminated before negotiations begin with a subsequently ranked Offeror.
4. The City is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

H. Award

1. The City intends to award the License Agreement to one or more fully qualified Offeror submitting the best proposal based on the criteria set forth herein and as determined by the City in its sole discretion.
 - i. Split Awards: At the City's sole discretion, the City may reject any or all proposals in whole or in part if such action is determined to be in the City's best interest.
 - ii. Multiple Awards: The City reserves the right to make awards under this RFP to more than one Offeror if the City determines that doing so is in the best interests of the City. If the City makes multiple awards under this solicitation, each License Agreement awarded will specify the portion of the scope of services awarded to each Offeror.
2. Any agreement resulting from this RFP will be publicly posted for inspection in the Consolidated Procurement Division, 1 Franklin Street, Suite 345, Hampton, Virginia 23669.

- I. Disposition of Proposals.** All materials submitted in response to this RFP will become the property of the City. One (1) copy of each proposal will be retained for official files, will become a matter of public record after award of the License Agreement, and will be open to public inspection subject to the Proprietary Information/Disclosure section of this RFP.

IV. PROPOSAL TERMS AND CONDITIONS

- A. Governing Documents.** This RFP, its addenda(s), Offeror's proposal, any additional information requested, negotiated changes, and the final awarded Vendor License Agreement will constitute the final agreement hereafter

referred to as the “License”. These documents will be incorporated by reference into the City Purchase Order(s) that award the License. The documents shall be regarded in the following order of precedence:

1. The final Vendor License Agreement
2. The RFP, its attachments, and its addenda
3. Any negotiated changes to the foregoing documents
4. Offeror’s proposal

In the event that there is a Conflict between this RFP, its attachments and addenda, Offeror’s Proposal, or any related documents and the final negotiated License, the final negotiated License shall supersede and control.

- B. Copies of Documents.** If Offeror is awarded a License, Offeror will receive electronic copies of all documents. All original documents will be maintained at the Issuing Office. If Offeror requires a certified copy of any document to which Offeror is entitled, the Issuing Office will accommodate that request.
- C. Proposal Binding for One Hundred Twenty (120) Days.** Offeror agrees that its proposal shall be binding and may not be withdrawn for a period of one hundred twenty (120) calendar days after the scheduled closing date of this RFP.
- D. Proprietary Information/Non-Disclosure.** Offeror is advised that the Virginia Public Procurement Act (Section 2.2-4342, Code of Virginia, 1950 as amended) shall govern public inspection of all records submitted by Offeror.
1. Offeror may invoke the protections of §2.2-4342 of the Code of Virginia to protect trade secrets, proprietary information, and information or documents pertaining to security equipment and systems provided that the Offeror:
 - i. Invoke the protections of this Section *prior to, or upon submission* of, the data or other materials.
 - ii. Provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary.
 - iii. Submit trade secrets or other proprietary information under separate cover in a sealed envelope clearly marked “**PROPRIETARY**”.
 - iv. References to the proprietary information may be made within the body of the proposal; however, all information contained within the body of the proposal shall be public information in accordance with State statutes.
 - v. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement that Offeror’s costs and/or proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.
 2. The City reserves the right to submit such information to the City Attorney for concurrence of the Offeror’s claim that it is in fact proprietary. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.
- D. Offeror Obligation.** Offeror shall carefully examine the contents of this RFP and any subsequent addenda(s). Failure to do so shall not relieve the Offeror of its obligation to fulfill the requirements of any agreement awarded as a result of this RFP.
- E. Conditions of Work.** Offeror shall inform itself fully of the conditions related to services required herein. Failure to do so will not relieve an Offeror of the obligation to furnish all goods and/or services necessary to carry the obligations identified in this document.
- F. Anti-collusion/Nondiscrimination Requirements Form.** The attached “Offeror Representations and Acknowledgements,” at Attachment E of this RFP, shall be executed by Offeror and is to be submitted with Offeror’s Proposal. The requirements set forth on said form shall be considered to be binding terms and conditions in any agreement resulting from this RFP. An agreement will not be awarded to an Offeror who has not provided a signed version of Attachment E.

V. SPECIAL TERMS AND CONDITIONS

A. Licenses, Laws, Rules and Regulations

1. All vendors shall comply with all applicable Federal, state and local laws, rules and regulations governing their activities and must obtain all applicable licenses and permits and Health Department Approvals.
2. Vendors shall execute a food and beverage bond with the City, if applicable. All sales tax returns and payments to the City associated with the concession operation must be filed by their due date. No assessment fees, penalties or interest will be waived.

3. Vendors shall provide gross receipts to the City every month for City review. If applicable, vendors shall also provide copies of all gross receipts submitted to the Commissioner of Revenue of the City of Hampton.
4. Vendors shall provide feedback through a monthly survey provided by the City.

B. Insurance Requirements

1. Food Truck and Pushcart vendors preparing food which must maintain proper serving temps shall provide proof of liability insurance in the amount of ONE MILLION dollars (\$1,000,000) for any single incident and TWO MILLION dollars (\$2,000,000) aggregate with a TWO MILLION dollar umbrella policy. The City of Hampton shall be named an additional insured.
2. Pushcart vendors serving ice cream and frozen treats, popcorn, hot dogs, nonalcoholic beverages, snacks, etc., shall provide proof of liability insurance in the amount of TWO HUNDRED FIFTY THOUSAND dollars (\$250,000) for any single incident and FIVE HUNDRED THOUSAND (\$500,000) Limited liability and property coverage. The City of Hampton shall be named an additional insured.
3. Retail vendors shall provide proof of Commercial General Liability coverage in the amount of FIVE HUNDRED THOUSAND (\$500,000) which includes the following:
 - Premises Operations
 - Products and Completed Operations
 - Broad Form Property Damage Liability
 - Personal Injury
 - City of Hampton included as an additional insured for primary limits of liability
 - The Certificate holder will be identified as the City of Hampton.

In addition, a ONE MILLION dollar excess insurance policy shall name the City as additional insured.

C. Term of Vendor Agreements

1. Except in the instance of inclement weather and during any Special Event and Rental Blackout Dates, the 2017 operating season is as follows:
 - Weekends only – May 20-21, May 27-29; June 3-4, June 9-10, September 9-10, 2017
 - Seven days a week – June 17 through September 4, 2017
 - Offerors who are available to cover the “Groovin’ by the Bay” series every Sunday night, 6:00 p.m. – 9:00 p.m., Memorial Day through Labor Day Weekends, will be given preference. Please specify on your application your availability for these hours.
2. Depending on the number of quality applicants, food truck and pushcart vendors may be scheduled to allow for flexibility in the rotation of vendors in order to offer a diverse menu variety throughout the operating season.
3. The City reserves the right to terminate if a vendor is unable to fulfill the obligations of the Vendor License Agreement.
4. Agreements with Vendors shall be reviewed annually and, at the City’s option, may be renewed for additional summer seasons not to exceed four (4) additional seasons.

Attachment A – General Terms and Conditions

These General Terms and Conditions are a sample of what may be included in the final Vendor License Agreement awarded to Offeror(s) and are subject to change.

I. Licensee Representations and Obligations

A. Authority to Transact Business.

1. At the commencement of the Agreement, Licensee shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required under Title 13.1 or Title 50 of the Virginia code or as otherwise required by law.
2. Licensee shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of the Contract.

B. Compliance with Law

1. Licensee shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of the scope work set forth herein. Licensee represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of the Agreement prior to the initiation of work. Licensee shall maintain all such licenses and permits throughout the term of this Agreement. Failure to maintain such licenses and permits and to provide copies to the City shall constitute a material breach of this Agreement
2. Licensee does not, and shall not during the performance of the Agreement, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

C. Nondiscrimination

1. During the performance of the Agreement, Licensee shall:
 - i. 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/consideration reasonably necessary to the normal operation of Licensee. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and
 - ii. State that Licensee is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of Licensee. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation are sufficient to meet the requirements of this section.
2. Licensee shall include the provisions of paragraph C.1 in every subcontract or purchase order over \$10,000.

D. Drug-Free Workplace

1. For purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with the Agreement with Licensee, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the Agreement.
2. During the performance of the Agreement, Licensee shall:
 - i. Provide a drug-free workplace for Licensee's employees;

- ii. Post a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Licensee's workplace and specifying the actions that will be taken against employees for violations of such prohibition. This statement must be posted in a conspicuous location available to all employees and applicants for employment.
 - iii. State that Licensee maintains a drug-free workplace in all solicitations or advertisements for employees placed by or on behalf of Licensee.
3. Licensee will include the provisions of Section V.D.2 in every subcontract or purchase order of over \$10,000.

E. Payments to Subcontractors. Licensee shall make payment to all subcontractors, as defined in the code, within seven (7) days after receipt of payment from the City; or shall notify the City and subcontractors in writing of the intention to withhold all or a part of the amount due along with the reason for nonpayment. In the event payment is not made as noted, Licensee shall pay interest at the rate of one (1) percent per month, unless otherwise provided, to the subcontractors on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein. Licensee's obligation to pay an interest charge to a subcontractor pursuant to this section shall not be construed to be an obligation of the City. An agreement modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

F. Insurance

- 1. Licensee shall submit to the City Contract Administrator certificates of insurance with applicable endorsements to the policy attached, prior to beginning work under the Agreement or no later than ten (10) days after award, whichever occurs first.
- 2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City, and shall carry the provision that the insurance will not be cancelled or materially modified by the Licensee without thirty (30) days prior written notice to the City.
- 3. The certificate of insurance shall list the City of Hampton, 22 Lincoln Street, Hampton, Virginia 23669, as the additional insured for the specified Project. The Endorsement to the policy would be that which is attached to the Licensee's liability policy that acknowledges the City as an additional insured on all policies the City is made an additional insured. This shall be either a direct Endorsement that actually names the City or a blanket Endorsement within the insurance policy that states that under a contractual agreement the City will be named as an additional insured on the required insurance policy. Insurance shall be primary and the additional insured's primary coverage is non-contributory. *Please note that single person Licensees are not required to carry this insurance but must complete a Request for Waiver of Worker's Compensation with the City's Risk Management Department. If the Licensee has employees at any time during the Agreement period, the Licensee must provide the minimum necessary coverage or a copy of the State's consent to self-insure.* The establishment of minimum limits of insurance by the City does not reduce or limit the liability or responsibilities of the Licensee.
- 4. IT IS THE RESPONSIBILITY OF THE LICENSEE TO IMMEDIATELY NOTIFY THE CITY SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE CITY SHALL CONSTITUTE A MATERIAL BREACH OF THE AGREEMENT.

G. Hold Harmless/Indemnification. It is understood and agreed that Licensee hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Licensee, its subcontractors, agents or employees under or in connection with this Agreement or the performance or failure to perform any work required by this Agreement. Licensee agrees to indemnify and hold harmless the City and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable

attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Agreement, and (c) the performance of the work by Licensee or those for whom Licensee is legally liable. Upon written demand by the City, Licensee shall assume and defend at Licensee's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees or officials.

II. Dispute Resolution

A. Procedure for Consideration of Contractual Claims

1. Prompt knowledge by the City of an existing or impending claim for damages or other relief may alter the plans, scheduling, or other action of City and /or result in mitigation or elimination of the effects of the claim. Therefore, Licensee shall provide City with written notice of Licensee's intention to file a claim which:
 - i. Describes the act or omission by City or its agents that Licensee contends caused the damages or entitles it to other relief; and
 - ii. Provides a description of the nature and amount of the claim.
2. Licensee's written statement providing notice of the claim shall be submitted to city within twenty (20) days of the time of the occurrence or beginning of the work upon which the claim is based; provided, however, if such damage is deemed certain in the opinion of Licensee to result from its acting on an order from City, it shall immediately take written exception to the order. For purposes of this section, "claim" shall include, without limitation, any request for an increase in the Agreement price or time and any request for equitable adjustment.
3. Submission of a notice of claim in compliance with the requirements described above shall be mandatory, and failure to submit a claim notice that complies with the requirements above shall be a conclusive waiver to such claim for damages or other relief by Licensee. Oral notice and untimely notice will be insufficient to satisfy the requirements stated in this section.
4. The City will review the claim and provide Licensee with a written decision thirty (30) days after its receipt of the claim. Licensee may not institute legal action prior to receiving the final decision of the City.

B. Final Decision. The final decision of the City shall be considered final and conclusive unless Licensee appeals the decision within three (3) months of the final decision or the due date of the final decision by instituting legal action.

C. No Cessation of Performance. Nothing in this section shall be construed to authorize or permit the Licensee to cease performance of the Agreement while utilizing the dispute resolution procedures outlined in this section or any other dispute resolution procedures available to Licensee. Pendency of claims shall not delay payment of amounts agreed due in final payment.

III. Breach of Agreement. Licensee shall be deemed in breach of the Agreement if the Licensee:

- A. Fails to Comply with any terms or conditions of the Agreement;
- B. Fails to cure such noncompliance within ten (10) calendar days from the date of the City's written notice or such other time frame specified by the City Contract Administrator in the notice; or
- C. Fails to submit a written response to the City's notification of noncompliance within ten (10) calendar days after the date of the City notice.

IV. Notice of Defect. In the event of a defect or impropriety in an invoice or in the goods or services provided to City by Licensee or a subcontractor, City shall notify the Licensee of the defect or impropriety if the defect or impropriety

would prevent payment by the payment date. The notice shall be sent by the City fifteen (15) days after receipt of the improper invoice or defective goods or services.

V. Non-Performance

- A. Failure to Deliver.** The City reserves the right to procure goods and/or services to be provided under the Agreement from other sources in the event Licensee fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in the Agreement.
- B. Unacceptable Deliveries or Performance (Rejections).** Upon notification by the City that goods and/or service deliverables provided by the Licensee under the Agreement are damaged and/or not of the quality specified by the City, such goods and/or service deliverables will be rejected. Upon such notification, Licensee shall:
 - 1. Replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by the City.
 - 2. Remove all rejected materials, equipment or supplies from the premises of the City within ten (10) days of notification. Rejected goods and/or service deliverables not removed from the City's premises within ten (10) days will be regarded as abandoned, shall become the property of the City, and the City shall have the right to dispose of such items.
- C. Alternative Goods and Services.** In the case of default by Licensee for failure to deliver or perform in accordance with the Agreement specification or terms and conditions, the City may procure goods or services from other sources and hold Licensee liable for reasonable costs of completion directly attributable to Licensee's failure to perform. Licensee's liability shall include, but not be limited to:
 - 1. Damages and other delay costs, to include costs to procure goods/services from alternate suppliers.
 - 2. Increased cost of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Licensee and/or rejections of Licensee's goods and/or service deliverables.
 - 3. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by the City due to non-responsive performance of Licensee.

VI. Termination of Agreement

A. Without Cause

- 1. The City may at any time, and for any reason, terminate the Agreement by written notice to Licensee specifying the termination date, which shall be not less than fifteen (15) days from the date such notice is mailed. Notice shall be given to Licensee by certified mail/return receipt requested at the address set forth in Article I of the Agreement.
- 2. In the event of such termination, Licensee shall be paid the work satisfactorily completed or partially completed, and accepted by the City, at the time of termination.
- 3. Upon receiving the notice of termination, Licensee shall withdraw its personnel and equipment, if any, cease performance of any further work under the Agreement, and turn over to the City any work completed or in process for which City has paid.

B. With Cause

- 1. In the event that Licensee breaches any term of the Agreement, the City may provide written notice of such breach to Licensee by certified mail/return receipt requested at the address set forth in Licensee's Bid Proposal or in Section 1 of the Agreement.
- 2. Unless otherwise provided, Licensee shall have ten (10) days from the date such notice is mailed to cure the breach. Upon failure of Licensee to cure the breach, the City may immediately terminate the Agreement as of the mailing date of the breach notice.

3. Upon termination, Licensee shall withdraw its personnel and equipment, if any, cease performance of any further work under the Agreement, and turn over to the City any completed or partially completed work for which the City has paid.
4. In the event of violations of law, safety, or health standards and regulations, the Agreement may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

C. Non-Appropriation

1. It is understood and agreed between the Parties hereto that the City shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of the Agreement.
2. In the event funds are not appropriated and budgeted in any fiscal year for payments due under the Agreement, the City shall notify Licensee of such occurrence in writing within thirty (30) days of non-appropriation, and the Agreement shall terminate on the last day of the fiscal year for which (an) appropriation(s) (was) were received without penalty or expense to the City of any kind whatsoever.

VII. Audit/Ownership of Documents/Freedom of Information Act

- A. Audit.** The City shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to the Agreement (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Licensee, including, but not limited to those kept by Licensee, its employees, agents, assigns, successors and subcontractor. Licensee shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of the Agreement and for at least three (3) years following the completion of the Agreement, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the City's employees, agents, representatives, Licensees or other designees, during normal business hours at Licensee's office or place of business in Hampton Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Hampton chosen by the City.
- B. Ownership by City.** Ownership of all materials and documentation including the original drawings and the Plans and Specifications and copies of any calculations and analysis prepared pursuant to the Agreement, shall belong exclusively to the City. Such materials and documentation, whether completed or not, shall be the property of the City whether the Work for which they are made is executed or not. The Licensee shall not use these materials on any other work or release any information about these materials without the express written consent of the City.
- C. Proprietary Information/Non-Disclosure.** Licensee is advised that the Virginia Public Procurement Act (Section 2.2-4342, Code of Virginia, 1950 as amended) shall govern public inspection of all documents submitted by Licensee. Licensee may invoke the protections of §2.2-4342 of the Code of Virginia to protect trade secrets, proprietary information, and information or documents pertaining to security equipment and systems provided that the Licensee:
 1. Invoke the protections of this Section *prior to, or upon submission of*, the data or other materials.
 2. Provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary.
 3. Submit proprietary or security information under separate cover in a sealed envelope clearly marked "PROPRIETARY".

4. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement that Licensee's costs and/or proposal pricing are to be protected is unacceptable. Licensee will be requested to remove any such statement(s) in order to be eligible for further consideration.
- D. The City reserves the right to submit such information to the City Attorney for concurrence of the Licensee's claim that it is in fact proprietary. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.

VIII. Modification. The Agreement may only be modified in a writing executed by authorized representatives of the City and the Licensee.

IX. Tax Exemption. The City is exempt from federal excise tax and from all State and local taxes. Licensee shall not include such taxes in any invoices under the Agreement. Upon request, the City will furnish the Licensee with tax exemption certificates or the City tax exempt number. The City's exemption from taxation does not transfer to Licensee for Licensee's purchases for supplies or services required to complete the Agreement.

X. Miscellaneous.

- A. Non-Assignment.** Licensee shall not assign its rights and duties under the Agreement without the prior written consent of the City.
- B. Applicable Law.** The Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters, whether of validity, interpretations, obligations, performance, or otherwise, exclusively by the laws of the Commonwealth of Virginia. Regardless of where actually delivered and accepted, the Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.
- C. Venue.** Any and all suits for any claims or for any and every breach or dispute arising out of the Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton, or, if applicable, in the United States District Court for the Eastern District of Virginia, Newport News Division.
- D. Extent of Agreement.** The Agreement represents the entire Agreement between the City and the Licensee and supersedes all prior negotiations, representations, or contracts, either written or oral.
- E. Severability.** If any part, term, or provision of the Agreement, shall be found by a court of competent jurisdiction to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity or any other provision or portion of the Agreement.
- F. Non-Exclusivity.** The City reserve the right to procure goods or services covered under the Agreement from a third party when, in the City's sole discretion, it is deemed to be in the City's best interest.

Attachment B – Insurance Requirements

CITY OF HAMPTON, VIRGINIA INSTRUCTIONS AND INFORMATION FOR COMPLYING WITH CITY INSURANCE REQUIREMENTS

This information is to assist the Licensee with understanding the insurance requirements of the City of Hampton (City) and Hampton City Public Schools (HCS). Licensees are encouraged to share this information with insurance agents and brokers. **In all cases the RFP requirements override statements in this document section.**

1. **Agreement/Reference.** All evidence of insurance must identify the nature of your business with the City. Clearly show any assigned number of a bid, contract, lease, permit etc. or give the project name and the job site or street address to ensure that your insurance is properly assigned to the correct project. **It is important that you provide the types of coverage and minimum dollar amounts specified in the RFP document.** Failure to provide the requested amounts may lead to disqualification and increase processing time.
2. **When to Submit.** Normally no work may begin until the certificate of insurance (COI) with proper endorsement has been received. It is important that the certificate and endorsement be provided as early as practicable. For “As-needed” contracts, insurance need not be submitted until a specific job has been awarded. Design Professionals coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.
3. **Acceptable Evidence and Approval.** Proof of insurance is normally provided on an industry form known as the ACORD Certificate of Insurance. Insurance industry certificates other than the ACORD may be accepted after review. In addition to the ACORD form, an Insured Endorsement naming the City or HCS as an additional insured that has been completed by your insurance company or its designee must be attached to the COI. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the City is an automatic or blanket additional insured and the substantiating endorsement must be attached. Attaching the section of the insurance policy covering contractual additional insureds may be used until the actual endorsement is received.

All evidence of insurance must be authorized for the insurance provider by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable alternatives to **ACORD Certificates and other Insurance Certificates:**

- A. A copy of the **full insurance policy**
- B. **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval
- C. **Self-Insured** Licensees or vendors must submit for review to the Risk Manager documentation of its financial ability to self-insure for each coverage required. (see paragraph 6 below)

Additional Insured Endorsements **DO NOT** apply to the following:

- A. Indication of compliance with statute, such as Workers’ Compensation Law
- B. Professional Liability insurance

4. **Renewal.** Upon renewal of any insurance policy, it is the responsibility of the Licensee to provide the updated ACORD Certificate of Insurance or other acceptable documentation to the City or HCS. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.
5. **Cancellation.** The Licensee/vendor must inform the City/HCS thirty (30) days before insurance is cancelled or not renewed. The requirement for the insurance company to inform the additional insureds is not enforceable. Failure to inform must be considered a substantive violation of the contract and could result in the contract being cancelled.

6. **Alternative Programs/Self-Insurance.** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the City Risk Manager has reviewed the relevant documents. Any Licensee or vendor that wishes to satisfy insurance requirements as a self-insured party must receive permission from the Risk Manager by submitting a request to the Risk Management Department.
7. **General Liability.** General liability insurance covering your operations (and products, where applicable) is required whenever the City of HCS is at risk of:
 - A. **Third party claims** which may arise out of your work or your presence or special event on City premises.
 - B. **Sexual misconduct claims coverage** is a required coverage when the work performed involves minors.
 - C. **Fire legal liability** insurance is required for persons occupying a portion of City or HCS premises.
8. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your contract or when they are driven off-road on City or HCS premises. It is not required for simple commuting unless the City or HCS is paying mileage. However, compliance with Virginia law requiring automobile liability insurance is a contractual requirement.
9. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
10. **Workers' Compensation and Employer's Liability** insurance are not required for single-person Licensees. However, under state law the minimum coverages (or a copy of the state's Consent to Self-Insure) must be provided if you have any employees at any time during the period of the contract. Licensees with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement that can be obtained from Risk Management.

A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on City premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the City) any workers' compensation paid to an injured employee of the Licensee.
11. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the City.
12. **Surety or Bond** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A Fidelity Bond may be required to handle City funds or securities, and under certain other conditions. Specialty coverage may be needed for certain operations as outlined in the RFP.

Attachment C – Map of Location



Attachment D - Available Hours of Operation

Except in the instance of inclement weather, the 2017 operating season is as follows:

Weekends only – May 20-21, May 27-29; June 3-4, June 9-10, September 9-10, 2017

Seven days a week – June 17 through September 4, 2017

Time of Operation: 10 am to 6pm

Groovin’ by the Bay Extended Hours: Sundays, Memorial Day through Labor Day: 6 p.m. to 9 p.m.

Please provide availability for the following dates:

Type of Service: Food Truck Vendor Beach Hut Vendor Push Cart Vendor

Date	Hours of Operation
May 20-21	
May 27-29	
June 3-4	
June 9-10	
June 17-23	
June 24-30	
July 1-7	
July 8-14	
July 15-21	
July 22-28	
July 29 –August 4	
August 5-11	
August 12-18	
August 19-25	
August 26-September 1	
September 1-4	
September 9-10	

IF OFFEROR IS APPLYING FOR MORE THAN ONE CONCESSION TYPE (PUSH CART, FOOD TRUCK, POP-UP RETAIL), PLEASE COMPLETE ATTACHMENT D FOR EACH TYPE OF SERVICE, UNLESS AVAILABILITY IS THE SAME FOR EACH SERVICE.

Attachment E

Offeror Representations and Acknowledgements

THIS IS NOT AN ORDER. The City of Hampton, hereafter referred to as “the City”, reserves the right to accept or reject any and all proposals in whole or in part and waives any informality in the competitive negotiation process. Further, the City reserves the right to enter into any one or more contracts deemed to be in its best interest. The entire contents of the RFP, and addenda, offeror’s proposal and negotiated changes shall be incorporated by reference into any resulting contract.

NO CITY INDEMNIFICATION. The City of Hampton cannot legally agree to any clause indemnifying the Licensee from any damages arising out of the contract or hold the Licensee harmless. The submission of a bid or proposal constitutes an agreement by the Licensee not to request such language in a resulting contract. In compliance with this solicitation and to all the conditions imposed herein, the undersigned agrees to perform any contract awarded as a result of this solicitation. The following section shall be signed by an agent authorized to bind the company. Failure to execute this portion may result in proposal rejection.

ANTI-COLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID OFFEROR DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY CONTRACT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1. THROUGH 59.1-9.17 OR SECTIONS 58.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED OFFEROR HEREBY CERTIFIES THAT THE CONTRACT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, CITY HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSON, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE INTERESTED IN, THIS PROPOSAL.

By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth above, in the Proposal Terms and Conditions, and General Terms and Conditions as described in Attachment A.

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____