



# COUNTY of ROCKINGHAM

## Request for Proposal

20 E. Gay Street  
Harrisonburg, VA 22802

### REQUEST FOR PROPOSAL # 26-0217-01 Rockingham Park at the Crossroads Concession Operator

This procurement is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

Contact Information:

Rebecca Guthrie  
Director of Finance  
20 E. Gay Street  
Harrisonburg, VA 22802  
(540) 564-3010

[rguthrie@rockinghamcountyva.gov](mailto:rguthrie@rockinghamcountyva.gov)

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## **1.0 PURPOSE**

The County of Rockingham, (the County) a political subdivision of the State of Virginia is seeking proposals from concession operators authorized to do business in the State of Virginia, to provide food services at Rockingham Park at the Crossroads.

## **2.0 BACKGROUND**

Rockingham County is located in the center of the beautiful Shenandoah Valley of Virginia. Nestled between the Blue Ridge Mountains on the east and the Alleghenies on the west, the County is located along the Interstate 81 corridor and only a two-hour drive to Washington, DC. Rockingham County is the third largest county in Virginia and encompasses the Harrisonburg-Rockingham metropolitan area.

Rockingham Park at the Crossroads is a new multi-purpose facility featuring four cloverleaf baseball/softball fields and four multi-purpose football/soccer fields with press box, concession stands and playground area. Future phases may include a main pavilion and secondary pavilion with restroom facilities, walking trail with outdoor classroom areas, amphitheater, and indoor recreation center.

## **3.0 SCOPE OF SERVICES**

The County is seeking to contract with one (1) concession stand operator to be the primary concessions provider at Rockingham Park during the months of April through November. The rental period is anticipated to begin April 11, 2026. The preferred hours of operation will vary based on game schedules on any given weekend. Currently, the concessions will only be needed on Saturdays and Sundays.

Vendors shall notate in their proposal the anticipated opening date for their operations as well as the hours and days they will provide food services. The County is willing to discuss potential changes or variations from the above schedule.

### **GENERAL REQUIREMENTS**

- The vendor shall furnish all management, labor, fuel, food, beverages, supplies, and equipment, as may be required, for the efficient, sanitary, ecologically and environmentally sound operation of food services included in this contract.
- The vendor shall maintain all equipment necessary. All equipment shall meet Virginia Department of Health specifications.
- The vendor shall maintain good public relations with County staff and patrons at all times.
- The vendor shall have the sole and exclusive privilege and responsibility for operating and maintaining a concession stand operation on the grounds of Rockingham Park at the Crossroads. This will include the right to sell food, food products, and non-alcoholic beverages manually. Exception: The County has the right to bring in specialty vendors to sell food items during Special Events organized by Rockingham County Parks and Recreation. These Events will not interfere with Baseball, Softball or Football Events and will not exceed 3 Events for the year.
- The vendor shall have sufficient financial capacity, working capital, and other financial, technical, and management resources to perform the requirements of this contract. The County reserves

the right to ask for additional financial information if the County thinks it is necessary to determine responsibility.

- The County reserves the right to make on-site visitations to assess the capabilities of individual offeror.
- The vendor shall conduct all of its food services related to the County in its own name, and shall not bind the County in any way. The vendor shall not represent expressly or implied that it is an agency of the County or acts on behalf of the County.
- The vendor will make all contracts in its own name, and will be responsible for any goods purchased by the vendor, or for any other obligations or liabilities assumed or created by the vendor.
- Purchase, delivery, storage and payment considerations related to food service operations shall be at the sole risk and expense of the vendor. The vendor shall be financially responsible for obtaining, and properly displaying, all required permits, licenses, and bonding to comply with Virginia Department of Health laws.
- The vendor shall assume liability for all applicable taxes, including but not restricted to sales, property, meals and beverages. The County will not be responsible for paying fees, taxes, or other charges of any kind outside the scope of this proposal.
- The vendor shall be responsible for inspecting facilities and identifying available utilities for placement of equipment.
- The County will provide outside trash receptacles. It is the responsibility of the vendor to remove trash from all food service areas and place inside of County provided receptacles.

#### **FOOD & BEVERAGE SERVICES**

- Vendor shall offer a variety of quality food and drink options. Menu should offer a variety consistent with the minimum hours of operation and the needs of a varied population. Concession-type foods and beverages are preferred. Vendors are to provide the proposed menu items and prices with their proposal.
- Possession and sale of alcoholic beverages at Rockingham Park at the Crossroads property is strictly prohibited.
- The vendor shall be responsible for food spoilage.
- Hours of Operation- From the start of the first scheduled games through the final games on any given weekend. Please see the attachments, for a tentative activities schedule for 2021.

#### **EMPLOYEES**

- Vendor shall hire employee(s) with excellent customer service skills in a sufficient number to ensure a high level of service.
- Vendor shall be responsible for adhering to all federal, state and local laws related to employees.

#### **SANITATION**

- The utmost importance is placed on proper sanitation standards. The vendor shall maintain National Sanitation Foundation (NSF) standards for food service establishments.
- The vendor shall be in compliance with all Virginia Department of Health rules and regulations, which are located at [www.vdh.virginia.gov/EnvironmentalHealth/Food/Regulations/index.htm](http://www.vdh.virginia.gov/EnvironmentalHealth/Food/Regulations/index.htm).
- The vendor shall be responsible for knowing all food handling standards and ensuring that all employees pass and maintain food handling and safety certifications.

#### **RENTAL FEE INFORMATION**

- Vendor shall submit a proposed percentage of vendor’s on-site total revenue to be paid to the County as rent. Payment will be made on an annual basis due on December 31<sup>st</sup>.
- Payment shall be made at the Parks and Recreation Office located inside the Recreation Center at 1 Rockingham Park Way, Penn Laird, VA. There shall also be a late charge of 5% of any payment not paid within ten (10) calendar days of the due date.
- The prospective offeror must indemnify the County for violations of federal, state or local laws committed by its employees, including attorney fees and costs.

**SITE VISITS**

- Interested Vendors are invited to visit the site. For a guided site tour contact Kirby Dean at 540-564-3160 or Marco Knorr at 540-564-6669.

**4.0 PROPOSAL PREPARATION AND SUBMISSION**

Send one original and three copies of the clearly marked proposal “RFP #26-0217-01 Rockingham Park at the Crossroads Concession Operator” no later than March 13, 2026 at 2:30pm to County of Rockingham, Attention: Rebecca Guthrie, 20 East Gay Street, Harrisonburg VA 22802.

Proposal shall address the items included in the Purpose, Scope of Services and the Evaluation Criteria. Proposals shall be as thorough and detailed as possible so that the County may properly evaluate capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

Section 1 – Signed Signature Sheet (Section 8.0)

Section 2 – Plan/Methodology: Provide a description of the methodology for providing the services described in the Scope of Services, and a specific plan for providing the services, to include:

- Offeror’s philosophy in providing the requested services.
- Proposed menu and pricing information.
- Any level of support/resources expected from the County if awarded a contract.
- Additional information the offeror’s firm would like the County to consider related to the offeror’s specific plan and/or methodology.

Section 3 – Qualifications/Experience: Provide the following:

- A brief company profile, including the company’s overall purpose and mission statement; experience providing relevant services; number and types of employees; and what sets the offeror’s company apart from other companies.
- Resume of each staff member the offeror proposes to assign to perform the work, including appropriate certifications.
- References.
- Additional information the offeror’s firm would like the County to consider related to the offeror’s qualifications and experience.

Section 4 – Operations and Rent Information: Vendor shall submit a proposed percentage of vendor’s on-site total revenue to be paid to the County as rent. If any portion cannot be met, the Offeror must identify the discrepancy in detail and describe an alternative solution.

Send one original and three copies of the clearly marked proposal “RFP # 26-0217-01 Rockingham Park at the Crossroads Concession Operator” no later than March 13, 2026 at 2:30pm to County of Rockingham, Attention: Rebecca Guthrie, 20 East Gay Street, Harrisonburg VA 22802. A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one as **redacted to remove all confidential and proprietary material**, must be included in the proposal packet.

Electronic submissions can also be submitted through the County’s website or using the following link <https://va-rockinghamcounty2.civicplus.com/FormCenter/Email-Forms-13/Procurement-200>.

The time of the receipt shall be determined by the time clock stamp in the Finance office. If the Rockingham County Administration Center is closed for business at the time scheduled for the proposal submission, the sealed proposal will be accepted and opened on the next business day of the County, at the originally scheduled hour.

It is the responsibility of the offeror to ensure that their proposal reaches the appropriate office prior to the date and time of closing. Late bids will not be accepted.

Questions should be sent to Rebecca Guthrie in the Finance Department at e-mail address [rguthrie@rockinghamcountyva.gov](mailto:rguthrie@rockinghamcountyva.gov). Questions and answers will be posted on the County’s website.

## **5.0 EVALUATION CRITERIA**

Proposals received will be evaluated and ranked in the order of the Offerors most likely to meet the needs of the County and satisfy the requirements described in this RFP.

- A. Prior experience providing similar services, including client references and/or additional/past business venture(s). Satisfaction of former clients, management, cleanliness, promptness of payment.- 25 points
- B. Qualifications & ability to provide services- 25 points
- C. Food and beverage offering. Menu options/variety, types of foods, pricing of food. The menu items are appropriate and coincide with and reflect the needs of patrons- 25 points
- D. Rental fee- 25 points

Each evaluation criterion has been assigned a maximum number of points that demonstrates its relative importance. The total score will be determined as follows: (a) The Evaluation Team will assign a numerical score for each section based on the qualifications of the proposal. No proposal can earn more than the maximum number of points in any Section. (b) The scores for each Section will be added together. This score will be the total score for the proposal. The highest score of all the proposals will be awarded the contract.

## **6.0 AWARD CRITERIA AND CONTRACT TERM**

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in Section 5.0, including price, if so stated. 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 County shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror.

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

The Notice of Award will be posted to the County website under “Awarded Solicitations” after the Board awards the contract. Any offeror who desires to protest the award or decision to award a contract shall submit the protest in writing to the Rockingham County Purchasing Agent no later than ten days after the award date of the Board of Supervisors or date of the Notice of Award, whichever comes first (§ 2.2-4360).

The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor’s proposal as negotiated.

The County may cancel this Request for Proposals or reject proposals at any time prior to an award. The County is not required to furnish a statement of the reasons why a particular proposal as not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D).

The Board of Supervisors reserves the right to reject any and all proposals, and to accept proposals that are in the best interests of the County, in the County’s sole discretion.

The contract term for this agreement shall be for a three-year period. The first year of the contract will begin April 11, 2026 and end December 31, 2026. The contract period will follow a calendar year following the first year. By agreement of both parties, the contract may be renewable for two additional one-year periods.

## **7.0 GENERAL TERMS AND CONDITIONS**

### **7.1 APPLICABLE LAWS**

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the state or federal court of appropriate jurisdiction located in the City of Harrisonburg, Virginia. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

### **7.2 ANTI-DISCRIMINATION**

By submitting their proposals, Offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based

organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, Religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be Subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

During the performance of this contract, the contractor agrees as follows:

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

### **7.3 AMERICANS WITH DISABILITIES ACT COMPLIANCE**

Information and Communications Technology (ICT) is defined as “any website, application, or other product or service primarily intended to fulfill or enable the function of information processing and communication by electronic means, including transmission and display via the Internet” (Code of Virginia §2.2-3501). All ICT procured through this proposal process must meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended and is viewable at <http://www.section508.gov>. ICT must be compliant with guidelines referenced in Code of Virginia § 2.2-3500 - § 2.2-3504.

1. Suppliers must certify compliance with WCAG 2.1 Level A or Level AA by providing an Accessibility Conformance Report (ACR) or Voluntary Product Accessibility Template (VPAT). If not in compliance, the supplier must provide at supplier-expense a “completed accessibility conformance report indicating the level of conformance with accessibility.” Areas of non-conformance require supplier submit a completed Vendor Accessibility Roadmap outlining non-compliant areas and providing timeline for compliance. (Code of Virginia §2.2-3503).
2. Non-accessible ICT may be considered if the product does not preclude individuals with disabilities from the benefit(s) of any program, service or activity provided (Code of Virginia §2.2-3503).
3. Submission of proposals to include ACR or VPAT or other documents as above is necessary to show compliance with Code of Virginia §§2.2-3500-3504, 29 USC §794d (Electronic and information technology), 47 USC §255 (Access by individuals with disabilities), and 28 CFR

§35.200 (Requirements for web and mobile accessibility).

#### **7.4 NONVISUAL ACCESS TO TECHNOLOGY**

All information technology (the “Technology”) which is purchased or upgraded by the VCCS will comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of the contract:

1. Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means.
2. Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts.
3. Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
4. Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
5. Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

These terms are intended to comply with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.

In addition, the contract will include the following Information Technology Terms and Conditions:

1. Sensitive Information. In instances where any contract, purchase order, or Scope of Work is for the provision of Public Cloud Services where VCCS sensitive data may be exchanged, Contractor shall provide an independently certified System and Organization Controls (SOC) 2 Type 2 Audit Report or a SOC Cybersecurity Report or equivalent certification for all parties to the contract and annual updates during the term of the contract.
2. Issue Notification: If either party detects any AI-related issues, including data breaches, inaccurate, biased, or unrepresentative outputs, they must promptly notify the other party within 24 hours, providing a detailed description and immediate mitigation steps. Both parties will collaborate on a remediation plan, with the customer having the right to suspend AI use until the issue is resolved. If unresolved within 30 days, the customer may terminate the agreement without penalty. Both parties agree to act diligently and bear their own costs for issue resolution.

#### **7.5 ETHICS IN PUBLIC CONTRACTING**

By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment,

loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The Offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose how such conflicts might be resolved.

By their signature on the proposal documents submitted, each Offeror attests that their agents and employees, to the best of their knowledge and belief, have not in any way colluded with anyone for and on behalf of the offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor have they colluded with anyone for and on behalf of the offeror, or itself, to gain any favoritism in the award of this Request for Proposal.

### **7.6 IMMIGRATION REFORM AND CONTROL ACT OF 1986**

By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

### **7.7 ANTITRUST**

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

### **7.8 CLARIFICATION OF TERMS**

If an offeror has questions about any specifications or other solicitation documents, the Offeror should contact the County no later than ten working days before the due date. Any revisions to this RFP will be made only by an addendum issued by the County.

### **7.9 PAYMENT**

Payment will be made upon completion of the project.

### **7.10 QUALIFICATIONS OF OFFERORS**

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of Offerors to perform the services required. The Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities.

The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated.

### **7.11 TESTING AND INSPECTION**

The County reserves the right to conduct any test or inspection it deems advisable to assure services conform to the RFP.

## **7.12 CHANGES TO THE CONTRACT**

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

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the contractor's records or to determine the correct number of units independently.

## **7.13 DEFAULT**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

## **7.14 TAXES**

Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by Rockingham County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal. The County's excise tax exemption registration number is 54-6001528.

## **7.15 INSURANCE**

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the offeror or for whose acts it may be liable:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Businesses who hire subcontractors who will perform the same trade or are hired to fulfill contract requirements must include the subcontractor's employees when determining the total number of employees for workers compensation. A waiver of subrogation in favor of the County of Rockingham and its officers, employees, agents, and volunteers must be endorsed on the workers compensation policy. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.
2. Employer's Liability - \$1,000,000 each accident/\$1,000,000 each disease-policy limit/ \$1,000,000 each disease each employee. This policy shall specifically list Virginia as a covered state.
3. Commercial General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate limit, and a per project aggregate limit of \$2,000,000. CGL form CG 2010 11/85 edition or its equivalent is required to be endorsed to the commercial general liability policy. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and premises, operations and products and completed operations coverage. The County of Rockingham and its officers, employees' agents and volunteers must be named as additional insureds and be so endorsed on the policy on a primary and non- contributory basis. CG 20 01 04 13 or its equivalent is required to be endorsed to the commercial general liability policy. A waiver of subrogation in favor of Rockingham County Government is required on the commercial general liability policy.
4. Automobile Liability - \$1,000,000 per accident. Coverage is to include hired, owned, non-owned, temporary, and leased vehicles. An additional insured endorsement in favor of the County of Rockingham and its officers, employees, agents and volunteers is required on the Commercial auto policy on a primary and non-contributory basis. CA 04 49 11 16 or its equivalent is required to be endorsed to the commercial auto policy. A waiver of subrogation naming the County of Rockingham and its officers, employees, agents and volunteers is also required on the commercial auto policy.
5. Umbrella Liability Coverage - minimum coverage of \$1,000,000 or greater; must be follow form and go over the underlying general liability, commercial auto and employer's liability policies. The County of Rockingham and its officers, employees, agents and volunteers must be named as additional insureds and be so endorsed on the umbrella policy on a primary and non-contributory basis. A waiver of subrogation naming the County of Rockingham and its officers, employees, agents and volunteers is also required on the umbrella policy.
6. Professional (E&O) Liability Insurance - of an amount not less than \$1,000,000.

All insurance coverage:

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the County;
2. shall be kept in force throughout performance of services;
3. shall be an occurrence-based policy; professional liability may be claims made basis;
4. shall include completed operations coverage;

5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the County as an additional insured. The County shall be entitled to protection up to the full limits of the offerors' policy regardless of the minimum requirements specified in the Contract.

**Proof of Insurance:** Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) deliver to the County certificates of insurance for all lines of coverage (the Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the County); and (iii) deliver to the County endorsements to the policies which require the County and its officials, officers, employees, agents and volunteers be named as "additional insured." Policies which require this endorsement include: Commercial General Liability, Automobile Liability, and umbrella or excess liability coverage as detailed below. Such endorsements must be approved by the County, and (iv) upon the request of the County, provide any other documentation satisfactory to the County in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The County shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

**Effect of Insurance:** Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify the County for any liability to the County, as specified in any other provision of this contract, and the County shall be entitled to pursue any remedy in law or equity if the Offeror fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

**Waiver of Subrogation:** The Offeror agrees to release and discharge the County of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment, or other property, however caused.

**Sovereign Immunity:** Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the County's sovereign immunity under law.

**Right to Revise or Reject:** The County reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages, and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

**Umbrella or Excess Liability Coverage** shall provide additional coverage limits over the underlying commercial general liability, commercial automobile, and employer’s liability insurance with the broadest coverage available between the umbrella or excess liability policy and the underlying policies. This insurance shall name the County and its officials, officers, and employees and agents as “additional insureds” by endorsement to the Umbrella or Excess Liability policy on a primary and non-contributory basis. Such policy shall not have a restriction on the limits of coverage provided to the County of Rockingham as an additional insured. The County of Rockingham shall be entitled to protection up to the full limits of the Offeror’s policy regardless of the minimum requirements specified in this contract.

**Professional Liability Insurance:** At its sole expense, and prior to commencing any activities under this Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with coverage in an amount not less than \$1,000,000 per claim/\$2,000,000 aggregate (“Required Insurance”). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by the County. Upon execution of this Agreement, Offeror shall provide the County with a certificate of insurance, or other written documentation satisfactory to the County in its sole discretion, issued by Offeror’s insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor’s policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offeror shall immediately (within one business day) notify the County. Offeror’s failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the County to terminate this Agreement without notice to Offeror and without penalty to the County.

## **7.16 DRUG FREE WORKPLACE**

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

## **7.17 NONDISCRIMINATION OF CONTRACTORS**

A Offeror, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Offeror or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest.

## **7.18 AUDIT**

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by Rockingham County, whichever is sooner. The agency, its authorized agents, and state auditors shall have full access to and the right to examine any of said materials during said period.

## **7.19 NON-APPROPRIATION**

Funding for any Agreement between the County and a Selected Firm (s) is dependent at all times upon the appropriation of funds by the County Board of Supervisors. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated by the County effective the last day for which appropriated funding is available.

## **7.20 COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES**

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm(s), the Agreement may be extended to the entities indicated above to purchase goods and services in accordance with the Agreement. As a separate contractual relationship, the participating entity will place its own orders with the Selected Firm(s) and will fully and independently administer its use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the County. No modification of the Agreement or execution of a separate agreement is required to participate; however, the participating entity and the Selected Firm(s) may modify the terms and conditions of the Agreement to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Selected Firm(s). It is understood and agreed that the County is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

Use of the Agreement does not preclude any participating entity from using other agreements or competitive processes as needed.

## **7.21 CONTRACT DOCUMENTS**

The contract entered into by the parties shall consist of the Request for Proposal; the proposal submitted by the vendor; General Terms and Conditions; the Special Terms and Conditions, if any; the drawings, if any; the specifications, if any; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents.

All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.

Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

## **7.22 LAWS AND REGULATIONS**

The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.

This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to labor unions and the “right to work.” The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth of Virginia, who perform any work related to the project shall comply with all of the said provisions.

The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.

Offeror represents that he possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of the contract prior to the initiation of work. All proposals submitted shall have included in their price the cost of any business and professional licenses, permits, or fees required by Rockingham County or the Commonwealth of Virginia.

## **7.23 PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the Virginia State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the offeror is not required to be so authorized.

## **7.24 PREPARATION AND SUBMISSION OF PROPOSALS**

Proposals must give the full business address of the Offeror and be signed by an agent authorized to bind the Offeror. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the general partners or any authorized representative, followed by the designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to the signature the word “President,” “Secretary,” “Agent” or other designation without disclosing the principal, may be held to be the proposal of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

## **7.25 WITHDRAWAL OR MODIFICATION OF PROPOSALS**

Proposals may be withdrawn or modified by written notice received from offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by another individual who is duly authorized to bind the Offeror. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

## **7.26 RECEIPT AND OPENING OF PROPOSALS**

It is the responsibility of each Offeror to assure that their proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered.

The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of proposals received.

## **7.27 PROPRIETARY INFORMATION**

Section 2.2-4342-F of the Code of Virginia states: Trade secrets or proprietary information submitted by a Offeror, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the Offeror, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

## **7.28 PROPOSAL ACCEPTANCE PERIOD**

Any proposal in response to this solicitation shall be valid for (60) days. At the end of the (60) days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

## **7.29 TERMINATION BY THE COUNTY FOR CONVENIENCE**

The County may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:

1. All amounts then otherwise due under the terms of this contract.
2. Amounts due for work performed subsequent to the latest Request for Payment through the date of termination.
3. Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing owner shall have no further obligations to the contractor of any nature.
4. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

### **7.30 DEBARMENT STATUS**

By submitting their proposals, offerors certify that they are not currently debarred by the federal government, the Commonwealth of Virginia, or any local government or public authority, from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

## 8.0 SIGNATURE SHEET – RFP # 26-0217-01

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this Request for Proposal.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorizing to sign this bid for the Offeror.

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

If there are any parts of the terms and conditions that your company cannot meet please indicate which ones on an attached page.

Legal Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Virginia SCC ID Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Type and Print): \_\_\_\_\_

Official Title: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_