

The Institute for Advanced Learning and Research
150 Slayton Avenue
Danville Va. 24540

REQUEST FOR PROPOSAL
FOR
OPERATION AND MANAGEMENT OF FOOD AND BEVERAGE SERVICES
FOR
The Institute Conference Center

TABLE OF CONTENTS

RFP COVER SHEET	3
I. PURPOSE	5
II. BACKGROUND	5
III. STATEMENT OF NEEDS	5
IV. SERVICE PERFORMANCE REQUIREMENTS	9
V. FOOD PREPARATION REQUIREMENTS	11
VI. BEVERAGE SERVICE REQUIREMENTS	11
VII. PROPOSAL PREPARATION/SUBMISSION REQUIREMENTS	12
VIII. SPECIFIC PROPOSAL REQUIREMENTS	13
IX. SELECTION PROCESS; EVALUATION CRITERIA	16
X. GENERAL TERMS AND CONDITIONS	17
XI. SPECIAL TERMS AND CONDITIONS	20

INSTITUTE FOR ADVANCED LEARNING AND RESEARCH
THE INSTITUTE CONFERENCE CENTER

REQUEST FOR PROPOSAL ("RFP") FOR
OPERATION AND MANAGEMENT OF FOOD AND BEVERAGE SERVICES

ISSUE DATE: July 20, 2018
TITLE: Operation and Management of Food and Beverage Services
ISSUER: Institute for Advanced Learning and Research ("IALR")
150 Slayton Avenue
Danville, VA 24540

SEALED PROPOSALS for furnishing the goods/services described herein WILL BE RECEIVED UNTIL August 3, 2018, at 12:00 p.m. Hand delivered proposals may be delivered to IALR at the Atrium Reception Desk, 150 Slayton Avenue, Danville, VA 24540 until that time.

An optional pre-proposal conference will be held at IALR at 12:00 p.m. on July 26, 2018, at 150 Slayton Ave., Danville, VA, in Room 207.

It is the responsibility of interested offerors to obtain a complete copy of this RFP, including all amendments. Interested offerors are responsible for regularly checking eVA for amendments to this RFP or contacting IALR directly to inquire about amendments to this RFP. IALR will not be responsible if the RFP and/or amendments are not received by potential offerors.

All inquiries regarding RFP submission requirements, amendments to this RFP, the selection process, or the terms and conditions should be directed to:

Pam Patterson, Executive Administrative Assistant, 434-766-6605, email:
pam.patterson@ialr.org

All inquiries regarding RFP Statement of Needs, Service Performance Requirements, Food Preparation Requirements, and Beverage Service Requirements should be directed to:

Leslie Dobbins, Director of the Institute Conference Center, 434-766-6722, email:
Leslie.Dobbins@ialr.org

All inquiries and responses must be in writing.

PROPOSALS MUST BE MAILED TO OR HAND DELIVERED TO:

Institute for Advanced Learning and Research
ATTN: Procurement Office
Atrium Reception Desk/Procurement
150 Slayton Avenue
Danville, VA 24540

IALR is not responsible for mailed proposals that do not arrive by the deadline. Late submissions will not be considered.

The terms and conditions of this RFP, including any amendments to this RFP issued by IALR, shall be and hereby are incorporated by reference into this RFP cover sheet. By signing this RFP Cover Sheet, the undersigned offers and agrees to furnish the goods and services stated herein in accordance with the terms and conditions of this RFP, including any amendments to this RFP issued by IALR.

NAME AND ADDRESS OF OFFEROR:

DATE: _____
BY: _____
(SIGNATURE)
NAME: _____
(PLEASE PRINT)
TITLE: _____
EMAIL: _____ **PHONE:** _____

Offeror's Fed ID No: _____

Offeror's SCC Identification Number: _____

LATE PROPOSALS WILL BE REJECTED

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I. PURPOSE

The purpose of this Request for Proposals (“RFP”) is to solicit sealed proposals to establish a contract, through competitive negotiation, for the operation and management of food and beverage services and the marketing, management and operation of the Megabytes Cafe at The Institute Conference Center, Institute for Advanced Learning and Research (hereinafter referred to as the “ICC” or “IALR”).

The ICC intends to contract with one offeror for food and beverage service management, including the Megabytes Café, for a period of five years, with the option to renew annually for up to three additional one year terms. The contractor shall be prepared to assume control of the operation and management of food and beverage services and the marketing, management and operation of the Megabytes Cafe on or before November 1, 2018.

II. BACKGROUND

A. IALR was created by the Commonwealth of Virginia in 2002 as an independent political subdivision of the Commonwealth of Virginia for the purpose of seeking to diversify the Southside Virginia region’s economy. IALR is envisioned to develop and attract technology and talent critical to the region’s economic transformation through strategic research, advanced learning programs, conference activities, community outreach programs, and technology infrastructure development. IALR is governed by a fifteen person Board of Trustees. IALR’s partners include Virginia Tech, Averett University, Danville Community College, Future of the Piedmont Foundation, Pittsylvania County, City of Danville, the local public school systems, and other public and private program partners. IALR facility includes 93,000 square feet of research, classroom, conference, and office space equipped with updated technology.

The ICC includes over 20,000 square feet of flexible multi-function space, plus additional areas and rooms within the facility for which catering services may at times be required. Through this RFP, it is the intent of IALR to identify and retain a primary food service provider for events and functions hosted at its facility; however, IALR reserves the right to contract with more than one offeror in order to accommodate the various size and scope of event catering needs.

B. The ICC is located at 150 Slayton Ave., Danville, Virginia 24540.

III. STATEMENT OF NEEDS

A. General: The ICC is seeking a nutritional, high quality, cost effective and innovative food and beverage management service that meets the needs of our students, faculty, staff, guests, and clients to provide the comprehensive food and beverage services, catering services, and operation of the Megabytes Café as stated herein. The ICC envisions that the contractor will provide these services for all events, functions,

meetings, and conferences held at IALR, as well as at the Megabytes Café. These services must be provided in a manner that will enhance conference services for the community and the region. The food and beverage program will meet the needs and concerns of the students, faculty, staff, guests, clients and a broader community and regional base. The full achievement of this program will result in an innovative and creative marketing strategy that will reflect the lifestyle of today's students, faculty, staff, guests, and clients. Additionally, the ICC is looking to take that creative strategy through community and regional outreach, offering ongoing food programs and certified trainings. A reasonable financial return for both parties is necessary to promote cooperation and planning, to maintain and improve the facilities, and to support an equipment replacement/maintenance program. The selected contractor must work cooperatively with the ICC to complement IALR's mission to enhance and impact the region.

The agreement between the selected contractor and the ICC will, among other things, require the following:

1. The contractor will assign for duty at the ICC only employees acceptable to the ICC. The ICC must approve assignments of management personnel and no changes in management personnel will be made without the prior consultation and consent of the ICC. Management personnel are defined as the manager of the food and beverage service and chef/production manager ("Manager/Chef"). The ICC will also be consulted and advised prior to changing personnel at lower levels.
2. The contractor or his authorized representatives shall meet regularly (at least quarterly) with ICC representatives, and upon request, to discuss and provide input concerning all services, including menu items, prices, staffing, revenues, and expenses, and to address any other issues and concerns.
3. The contractor and the ICC will mutually establish routine procedures for handling the services described herein. Such procedures are subject to the ICC's approval.
4. The contractor shall provide the following general services: managing, supervising, preparing and serving hot and cold food, non-alcoholic, and alcoholic beverages for all events and functions hosted at IALR and for the Megabytes Café.
5. The contractor shall also provide a detailed plan for the daily operation of the Megabytes Café. This should include: The appropriate outfitting of the dish area, staffing, menu and service plans.
6. The contractor will delegate all requisite authority to the onsite Manager/Chef to carry out all services required under this agreement. The contractor will specify the matters that the Manager/Chef will be required to refer to the "home office" for decision, who will assume the authorities of the onsite Manager/Chef during his or her absence, and what, if any, will be the restrictions

on the acting Manager/Chef's authority.

7. The contractor will assign one fulltime onsite Manager/Chef with full authority to work with designated representatives of the ICC. The Manager/Chef shall have particular strength in the areas of cash and catering sales and demonstrated skills in marketing each of these. The Manager/Chef shall be subject to the review and approval of IALR. Any proposed Manager/Chef will have demonstrated proficiency with menu development, a la carte menu item costing and pricing, internal accounting and controls, financial management, personnel management and supervision. Manager/Chef should have a minimum of five (5) years' experience in the food service industry and excellent customer service.

8. The contractor will work with ICC in scheduling and conducting an ongoing employee-training program, which will ensure that all employees perform their jobs with the highest standards of efficiency, courtesy and sanitation. All training programs shall be submitted to the ICC for review and approval.

9. The contractor will provide all necessary staffing for all catering functions at the ICC, including without limitation special functions such as Board meetings, Governor's visits, and other special events. Staff to be provided by the contractor will include sufficient staff to provide all work related to setting up the designated room(s) for the function or event, and staff for all work related to breaking down the designated room(s).

10. The contractor will provide continuous food production through each meal period with appropriate quantities prepared as close as possible to the time they will be served, while still maintaining quality and adequate stock to avoid delay in service. The contractor will maintain an appetizing appearance, good flavor, taste, and texture of all prepared products. The ICC shall have free access to any and all records of recipes, production sheets, product specifications, and quantities of food issued to each service unit. Recipes may also be required for nutritional analysis by the ICC.

11. The contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage, and inventory of all foods and direct supplies related to food production, service and management under this contract. The contractor shall advise the ICC, upon request, of food, supplies and equipment specifications, and sources of supply and prices paid as requested for purposes of comparative studies conducted on the ICC's behalf. When both parties may purchase these items, the same specifications and source of supply may be arrived at by mutual agreement.

12. During the term of the contract, the contractor will continuously provide the ICC with the actual costs of food items and food and beverage services under

the agreement, so the ICC can make informed pricing decisions regarding menu items and food and beverage services under the agreement.

13. The ICC will provide the contractor with suitable food service facilities (excluding service equipment) together with such heat, fuel, and utility services as may reasonably be required for efficient performance.

14. The ICC will be responsible for compliance with all federal, state, and local safety regulations with respect to the facilities provided. The contractor is responsible for the regulatory compliance of all federal, state and local health codes as they apply to food service establishments.

15. IALR makes no guarantee, expressed or implied, as to the actual numbers of customers who will use the conference center or the Megabytes Café during the term of the agreement. IALR expressly disclaims any warranty or guarantee concerning the number of individuals who will purchase food or beverages from the contractor.

16. The contractor will assume full monetary responsibility for telephone service, both voice and data, local and long distance, installation, and monthly charges associated with its operations at the ICC.

17. Whenever reasonably possible, the contractor will use environmentally-friendly practices, such as recycling, in performing food and beverage services under this agreement, including clean-up and disposal after event and function hosted at IALR and at the Megabytes Café.

18. The Megabytes Café will be open at a minimum the following days and hours: Monday through Friday from 7:30 am to 1:30 pm. The Megabytes Café will be open at other times as needed as determined by the ICC.

B. Cleaning and Maintenance:

1. The ICC will be responsible for the building structure and its maintenance to include repair and repainting of perimeter walls, maintaining light fixtures and HVAC and plumbing. For each event and function hosted at IALR and for the Megabytes Café, the contractor shall be responsible for setting up the room(s) for the function or event, the cleaning and breaking down of dining and seating areas (including table tops, chairs and floors), the cleaning of kitchen and food service areas, appropriate disposal of grease, grease trap cleaning, repair/replacement of fast food service equipment, and trash and garbage removal located in the dining areas, serving areas and food preparation areas to outside containers.

2. The contractor shall be responsible for maintaining condiments, counters, food consuming area, food preparation and service area in a clean, sanitary and attractive condition. The contractor shall maintain high standards of sanitation

and will be responsible for compliance with all federal, state and local safety and/or health regulations with respect to the food service facility. The contractor shall be responsible to keep kitchen equipment, appliances, ventilating motors, hoods, filters, cooling coils and refrigerator motors free of grease and dust accumulations.

3. IALR, its agents, and employees shall not be liable to contractor for any food or beverage spoilage caused by any interruption or cessation of heat, air conditioning, power, and/or any other utilities.

IV. SERVICE PERFORMANCE REQUIREMENTS

A. At each event or function hosted at IALR and at the Megabytes Café, the contractor will furnish tasteful, high-quality, wholesome, food served in a professional manner responsive to the needs/desires of the ICC students, faculty, employees, clients and guests by an adequate staff of properly supervised, well-trained personnel. The contractor will emphasize the quality of entrees and other food products served. The contractor will refrain from stockpiling a large number of pre-cooked products under heat lamps; will endeavor to cook such products in accordance with the consumer's desires and will serve them hot/fresh. Meals will be pleasing to the eye and tasteful.

B. The contractor's costs for food items and food and beverage services under the agreement shall be market driven and consistent with other local food service operations.

C. The contractor shall maintain at all times an adequate staff of its employees on duty on the ICC's premises for efficient operation, and provide expert administrative, dietetic, purchasing, equipment, consulting, and personnel advice and supervision.

D. The contractor's employees will adhere strictly to IALR regulations concerning personal behavior. The contractor will assign to duty at the IALR only employees acceptable to the IALR and IALR reserves the right to require the contractor to replace employees IALR deems unacceptable. Employees are to be service-oriented, pleasant, and understanding of the needs of IALR. The contractor's personnel policies shall be consistent with federal and state laws.

E. The contractor shall have responsibility for resolving complaints of customers. The contractor shall keep the ICC Director apprised of any complaints or issues that arise in the performance of services under the agreement.

F. The contractor shall make all arrangements for delivery, unloading, receiving, and storing merchandise. All such delivery, unloading, receiving and storing shall be undertaken in a time and manner that will not interfere with IALR's business or operations. The ICC will not assume any responsibility for receiving or handling these shipments.

G. The contractor will require its employees assigned to duty at IALR to submit to

periodic health examinations at least as frequent and as stringent as required by law. For each of its employees assigned to IALR, the contractor will submit to IALR satisfactory evidence of employee compliance with all health regulations. The cost of such examinations will be the responsibility of the contractor.

H. The following IALR-owned equipment, located in the food preparation area, is available for use by the contractor:

<u>Item</u>	<u>Number</u>
Oven	1
Ice Machine	1
Dish Washer	1
Walk in Refrigeration unit	1
Small Refrigeration unit	1
Walk in Freezer	1
Convection Oven	2
Flat top	1
Steamer	1
Large Fryer	2
Prep Tables	8

I. IALR agrees to provide maintenance service to keep its equipment in satisfactory working condition. The contractor will be required to provide all other food preparation, storage and service equipment.

J. The contractor will return to IALR, at the expiration of the agreement, the food service premises and all equipment furnished by the IALR in the condition in which received, except for ordinary wear and tear and except to the extent that said premises or equipment may have been lost or damaged by fire, flood, or other casualty that did not arise or result from the errors, acts, or omissions of the contractor or its employees, agents or subcontractors. The contractor agrees to keep the equipment sanitary throughout the term of the contract.

K. IALR reserves the right to contract with any other person or vendor for catering of special functions at IALR.

L. The contractor shall procure and display licenses and permits for the operation of the food service areas as required by the ordinances, laws, and/or regulations of the City of Danville and/or the Commonwealth of Virginia.

M. The contractor shall provide all food, drinks, vending items, condiments, seasonings and environmentally friendly disposable paper or plastic items (plates, bowls, knives, forks, spoons and napkins) needed for food and beverage services at the ICC.

V. FOOD PREPARATION REQUIREMENTS

- A. The contractor shall purchase, prepare, and serve meals to students, faculty, employees, clients and guests on such hourly schedules as may be mutually agreed upon.
- B. Breakfast: Upon commencement of the agreement, the contractor will provide an initial menu proposal, price list for each menu item and list potential variations to keep menu fresh and current to changing tastes. The menu and prices will be subject to IALR review and approval.
- C. Lunch/Dinner: Upon commencement of the agreement, the contractor will provide an initial menu proposal, price list for each menu item and list potential variations to keep menu fresh and current to changing tastes. The menu and prices will be subject to IALR review and approval.
- D. Megabytes Café: Upon commencement of the agreement, the contractor will provide an initial menu proposal, price list for each menu item and list potential variations to keep menu fresh and current to changing tastes. The menu and prices will be subject to IALR review and approval.
- E. Reception: Upon commencement of the agreement, the contractor will provide an initial menu proposal, price list for each menu item and list potential variations to keep menu fresh and current to changing tastes. The menu and prices will be subject to IALR review and approval.
- F. Break/Beverage Service: Upon commencement of the agreement, the contractor will provide an initial menu proposal, price list for each menu item and list potential variations to keep menu fresh and current to changing tastes. The menu and prices will be subject to IALR review and approval.
- G. The contractor shall provide all necessary labor, financial resources, and operational standards to include, but not be limited to, the selection, purchase and installation of required food service equipment and dining furnishings.
- H. The contractor shall provide breakfast, lunch and dinner menu options that meet the state per diem requirements.

VI. BEVERAGE SERVICE REQUIREMENTS

- A. At each function or event hosted at IALR and at the Megabytes Café, the contractor shall provide a sufficient number of drink selections to satisfy the requirements of students, faculty, employees, clients and guests.
- B. The contractor is responsible for procuring, maintaining, and providing for inspection all Virginia Department of Alcoholic Beverage Control licenses needed for the provision of alcoholic beverage at all events and functions hosted at IALR and at the Megabytes Café under this agreement.

VII. PROPOSAL PREPARATION AND GENERAL INSTRUCTIONS

A. RFP Response. In order to be considered for selection, offerors must submit a complete response to this RFP. Three (3) copies of the proposal must be submitted to IALR. The proposal shall be submitted by mail or hand delivery as instructed on the RFP Cover Sheet. A signed original of the RFP Cover Sheet must be included with each copy of the proposal. Proposals must be submitted on or before 12:00 pm on August 3, 2018. Late submissions will not be accepted. No other distribution of the proposal shall be made by the offeror.

B. Proposal Preparation.

1. Responsiveness. An authorized representative of the offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in IALR requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by IALR. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. Content. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. Organization. Proposals should be organized in the order in which the requirements are presented in the RFP. Proposals should be formatted in a manner that follows the required elements of the RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents that cross references the RFP requirements where appropriate. Information, which the offeror desires to present, that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
4. Binding. Each copy of the proposal shall be bound or contained in a single volume. All documentation submitted with the proposal should be bound in that single volume.
5. Ownership of Materials. Ownership of all data, materials and documentation originated and prepared for IALR pursuant to the RFP shall belong exclusively to IALR and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary

information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342.F. of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and shall result in rejection of the proposal.

C. Pre-Bid Conference. IALR will conduct an optional pre-bid conference and onsite inspection for all potential offerors on July 26, 2018, at 12 p.m. This is not a required site inspection for the RFP; however, all potential offerors are encouraged to attend. IALR will use the pre-bid conference to discuss all aspects of the RFP, the proposal process, and the services and goods to be provided by the selected contractor.

D. Any interpretations, corrections, revisions to this solicitation will be made only by written addendum or amendment issued by IALR. Interpretations, corrections or revisions of this RFP made in any other manner will not be binding and offerors must not rely upon such interpretations, corrections, or revisions. Offerors are solely responsible for ensuring that they have any and all addenda or amendments issued prior to submitting their proposals. IALR disclaims any responsibility for an offeror's failure to receive any addenda or amendments.

E. Your signature on your proposal certifies that you have either inspected the job site or voluntarily declined the inspection, are aware of the conditions under which the work must be accomplished, that you are aware of and understand the requirements for the goods and services to be provided, and that you fully understand this solicitation. It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are not understood. Failure to understand the requirements of this solicitation will not relieve the contractor of any responsibilities under any contract. Claims, as a result of failure to inspect the job site or failure to obtain clarification of requirements, will not be considered by the IALR.

VIII. SPECIFIC PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as possible so that IALR may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

A. Three (3) copies of the RFP Cover Sheet, each bearing an original signature, which incorporate by reference all of the terms and conditions of this RFP as amended, and three (3) signed copies of any subsequently issued addenda or amendments to this RFP.

B. A written narrative statement to include:

1. A description and history of the offeror offering to provide the operation and management of food and beverage services, including its number of employees and annual sales. The description should include the offeror's experience managing conference facilities. The description should include the offeror's experience marketing ventures such as the Megabytes Café. The description should include the offeror's experience with community outreach, such as health fairs, food safety training sessions, basic culinary training sessions, nutrition awareness seminars, customer service seminars, and etiquette seminars for the public.
2. A description of any new concepts proposed for the ICC's existing food and beverage program and any proposed enhancements to the ICC's existing program.
3. A description of how the offeror plans to meet the Service Performance Requirements, Food Preparation Requirements, and Beverage Service Requirements of the RFP in the required timeframes.
4. A description of the experience and qualifications of the offeror as well as the individuals who will be handling operation and management of food and beverage services for IALR with appropriate resumes. Describe how these personnel will work with the home office, other employees at the site, and ICC personnel to perform the contract.
5. A description of equipment that the contractor believes will need to be procured for performance of services required under the contract.
6. Identification of the individuals with the offeror who will be primarily responsible for servicing this contract, including the individual who will serve as the designated point of contact.
7. Three recent references, either higher education institutions, business entities, or governmental organizations, for which the offeror has provided the type of services described herein, including the date(s) the services were furnished, the client names and addresses, and a contact name and phone number for the individuals at each client who IALR has permission to contact.
8. The same information as requested of the offeror must be provided for all subcontractors proposed to be used by the offeror. IALR reserves the right to contact any client listed for the subcontractors.
9. Proposals/action plans for providing operation and management of food and beverage services and management and operation of the Megabytes Cafe to

include menu options, pricing options, staffing, outfitting of dish area, service plans and style, available equipment, and response/lead time for events and functions.

10. Provide a layout (including a sketch) of the food service and preparation area, storage, and service equipment within the Megabytes Café. The offeror should indicate designated service areas and types of service.

11. Describe all methods of payment that the contractor will accept for food and beverages.

12. Detailed examples of how offeror has provided similar services to other organizations, such as governmental organizations and higher education organizations.

C. Proposals also must include the following:

1. Total staff available to provide the services, including a statement as to whether and how many additional staff will have to be hired for offeror to meet the requirements of this contract and other obligations.

2. Description of the number of employees who will be providing the service and the level of training supplied to each worker.

3. Resumes of key personnel, including the individual designated above as the point of contact at offeror.

4. A fee schedule for any fee-based services proposed under the agreement, including an itemized budget as appropriate.

5. Identification of, or a copy of, the ABC license currently maintained by the offeror.

6. A description of all incidents during the past five (5) years wherein the offeror has been found to have been in violation of any applicable health or alcoholic beverage law, ordinance, code, rule, or regulation.

7. The contractor's ability to timely commence providing services under the contract.

D. An organizational chart indicating which individuals or positions would work on the contract, and the degree to which each person would be responsible to IALR personnel.

E. Offeror's Cost Proposal - Offerors should provide all information deemed necessary to explain or clarify the offeror's cost proposal, including any proposed

management fee.

F. The financial resources of the offeror to perform the contract; to include a copy of the offeror's most recent financial statement audited by an outside CPA firm.

G. Any other information that the offeror feels IALR should consider in evaluating the proposal.

H. **IDENTIFICATION OF PROPOSAL ENVELOPE**: The signed proposal should be sent or delivered to the IALR in an envelope or package that is sealed and clearly marked on the lower left-hand corner of the envelope or package with:

From: _____ Due Date: August 3, 2018
(name of offeror) Due Time: 12:00 p.m.

Address: _____

The envelope should be addressed as directed on the RFP Cover Sheet. If a proposal is not marked as required, the offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location at IALR (Atrium Reception Desk). No other correspondence or other proposals should be placed in the envelope.

IX. SELECTION PROCESS; EVALUATION CRITERIA

A. **SELECTION**. This RFP relates to the procurement of "other than professional services" under the Virginia Code. Pursuant to Section 2.2-4302.2 of the Code of Virginia, selection of the Contractor shall generally be as follows:

1. IALR shall engage in negotiations with two or more offerors deemed to be fully qualified and best suited among those submitting proposals (if there are that many) on the basis of the factors involved in the RFP, including price and the award criteria and scoring system referenced below, and the offerors' proposals.
2. Negotiations shall be conducted with each of the offerors selected (if there are more than one). Price shall be considered, but will not be the sole determining factor.
3. After negotiations have been conducted with each offeror selected, IALR will award the contract to the offeror that has made the best proposal and provides the best value. Awards may be made to more than one offeror.
4. Should IALR 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.

5. IALR reserves the right to cancel this RFP, reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the offeror whose proposal is deemed to be in the best interests of IALR.

B. EVALUATION. IALR will use the following criteria to evaluate proposals. The criteria are not necessarily given below in priority order.

AWARD CRITERIA:	POINTS
1. Plan for providing service(s):	40
2. Experience/qualifications/organizational depth/references:	25
3. Flexibility, menus, costs, and related pricing structure:	15
4. Financial capability	20
Total	100

C. AWARD OF CONTRACT. IALR will award the contract to the offeror that has made the best proposal and provides the best value. Awards may be made to more than one offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this RFP and the contractor's proposal as negotiated.

D. AWARD POSTING. Upon the award or the announcement of the decision to award contract(s) as a result of this RFP, IALR will post notice of the award or decision to award on its website. Posting on IALR's website is the only notice that will be provided of the award or decision to award contracts(s) pursuant to this RFP.

X. GENERAL TERMS AND CONDITIONS

A. **ANTI-DISCRIMINATION**: By submitting their proposal, Offeror represents and warrants to IALR that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*, and all other applicable federal, state and local anti-discrimination laws, codes, rules, and regulations. Without limiting the foregoing, during the performance of this contract, Offeror agrees as follows:

1. Offeror 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 or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Offeror. Offeror agrees to post in conspicuous places, available to employees, notices setting forth the provisions of this nondiscrimination clause.

2. Offeror, in all solicitations or advertisements for employees placed by or on behalf of Offeror, will state that such Offeror 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. Offeror will include the provisions of the above 1, 2 and 3 in every subcontract or purchase order over \$10,000 in connection with this RFP, so that the provisions will be binding upon each subcontractor or vendor.

B. **DRUG-FREE WORKPLACE:** During the performance of the contract, Offeror agrees to (i) comply with the drug-free workplace provisions of Virginia Code 2.2-4312; (ii) provide a drug-free workplace for the Offeror's employees; (iii) post in conspicuous places, available to employees, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iv) state in all advertisements or solicitations for employees that the Offeror maintains a drug-free workplace; and (v) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000 in connection with this RFP, so that the provisions will be binding upon each subcontractor or vendor.

C. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting its proposal, Offeror represents and warrants that it does 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.

D. **APPLICABLE LAWS AND COURTS:** 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 a court of appropriate jurisdiction in the City of Danville, Virginia. Offeror shall comply with all applicable federal, state and local laws, codes, rules and regulations.

E. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offeror represents and warrants that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, or subcontractor in connection with their proposal, and that it has 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. Furthermore, the provisions, requirements, and prohibitions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Code, pertaining to bidders, offerors, contracts, and subcontractors, are applicable to this RFP and any resulting contract, as are the provisions, requirements, and prohibitions contained in Sections 2.2-3100 through 2.2-3131 of the Virginia Code.

F. **QUALIFICATIONS OF OFFERORS:** IALR may make such reasonable investigations as deemed proper and necessary to determine the ability of Offeror to provide the services/furnish the goods as required under this RFP, and Offeror shall furnish to IALR all such information and data for this purpose as may be requested. IALR reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding Offeror's capabilities. IALR further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy IALR that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

G. **DEBARMENT STATUS:** By submitting its proposal, Offeror represents and warrants that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor is it an agent of any person or entity that is currently so debarred.

H. **NONDISCRIMINATION TOWARDS OFFERORS:** A bidder, offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless IALR has made a written determination that employing ex-offenders on the specific contract is not in its best interest. **IALR DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.**

I. **LICENSE REQUIREMENT; LEGAL COMPLIANCE:** Offeror shall procure at its own expense all necessary licenses or permits, including without limitation ABC licenses and health permits, to provide the services required under this RFP and shall conform to all laws, codes, regulations and ordinances applicable to the performance of the contract, and will pay all applicable federal and state taxes and comply with any law or ordinance.

J. **INSURANCE:** By signing and submitting a proposal under this solicitation, Offeror represents and warrants that if it is awarded the contract, it will have, at a minimum, the insurance coverages stated herein at the time the work commences and shall maintain those insurance coverages during the entire term of the Contract. Additionally, Offeror certifies that all such insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of contract, Offeror will, upon request, furnish certificates of insurance for the coverages required showing the type, amount, effective dates, and expiration date of the policies, which certificates shall name IALR and its officers, agents and employees as additional insureds.

1. Workers' Compensation including Occupational Disease and Employers' Liability – No less than statutory minimum.
2. Commercial General Liability - \$5,000,000 per occurrence and \$5,000,000 annual aggregate. Commercial General Liability is to include premises/operations liability, products and completed operations coverage, and independent Contractor's liability or owner's and Contractor's protective liability. IALR shall be named as an additional insured under the policy and the policy may not be cancelled or otherwise terminated without first providing thirty (30) days written notice to IALR.
3. Automobile Liability - \$1,000,000 combined limit for bodily injury and

property damage per accident

4. Alcohol/liquor liability insurance - in the amount of at least \$5,000,000 per occurrence and \$5,000,000 annual aggregate which shall name the IALR as an additional insured and may not be cancelled or otherwise terminated without first providing thirty (30) days written notice to IALR. General Liability Insurance shall be sufficient if a certification is provided from the insurer that its General Liability policy provides coverage for alcohol and liquor related liabilities.

K. WORKSITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.

L. SCC REGISTRATION: Pursuant to Virginia Code § 2.2-4311.2, the Bidder must be registered with the State Corporation Commission if so required by Title 13.1 or Title 50 of the Virginia Code or otherwise required by law.

M. MINORITY CONTRACTING: It is the policy of IALR to maximize participation by minority and women owned businesses, small businesses, and service disabled veteran businesses in contracting opportunities.

XI. SPECIAL TERMS AND CONDITIONS

A. ADVERTISING: In the event a contract is awarded for goods or services resulting from this proposal, no indication of such sales or services to IALR will be used in product literature or advertising by Offeror without the prior written consent of IALR. Offeror shall not state in any of its advertising or product literature that IALR has purchased or used its products or services without the prior written consent of IALR.

B. AUDIT: Offeror shall retain all books, records, and other documents relative to the contract for five (5) years after final payment, or until audited by or on behalf of IALR or the Commonwealth of Virginia, whichever is sooner. IALR, state auditors, or independent auditors hired by either of them shall have full access to and the right to examine any of said materials during said period.

C. PROPOSAL ACCEPTANCE PERIOD: Any offer in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety days, the offer may be withdrawn at the written request of Offeror. If the offer is not promptly withdrawn (within 5 business days) at that time, it remains in effect until an award is made or the solicitation is canceled.

D. PRICE ADJUSTMENTS: There shall not be any increase in the contract price under any circumstances unless such price increase is approved in writing by the authorized IALR representative in advance of any work for which extra compensation is requested.

E. UNREASONABLE/EXCESSIVE CHARGES: Charges which appear to be unreasonable or which are in excess of either (i) the contract amount or (ii) any additional amount approved in advance in writing by IALR will be researched and challenged, and that portion of the invoice will be held in abeyance until the matter is resolved. Upon determining that invoiced charges are not reasonable or are excessive, IALR shall promptly notify Offeror, in writing, as to those charges which it considers unreasonable or excessive and the basis for the determination.

F. PAYMENT: Invoices for goods or services shall be submitted by Offeror directly to the payment address listed below:

Institute for Advanced Learning and Research
ATTN: Accounts Payable
150 Slayton Avenue
Danville, VA 24540

G. SUBCONTRACTS: Before any portion of the goods or services shall be subcontracted, Offeror shall furnish IALR with the names, qualifications and experience of their proposed subcontractor(s). IALR must be afforded the right to refuse any subcontractor that Offeror has selected. Offeror shall remain fully liable and responsible for all acts and omissions of subcontractors and for the goods or services supplied by its subcontractor(s) and shall assure compliance with all requirements of the contract. Any approved subcontract shall include any mandatory flow downs from the Virginia Public Procurement Act, including without limitation the requirements of Virginia Code § 2.2-4354.

H. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions or other breach of the contract by Offeror, the IALR may terminate the contract and/or procure the goods and services from other sources and hold Offeror responsible for any resulting additional purchase and administrative costs. These remedies shall be in addition to any other remedies which IALR may have under the contract, at law, or in equity.

I. CONTRACTUAL CLAIMS: The procedure for reviewing and resolving contractual claims and resolving contractual disputes shall be the procedure set forth in Virginia Code § 2.2-4363.C.

J. ASSIGNMENT OF CONTRACT: The contract shall not be assignable by Offeror in whole or in part without the written consent of IALR.

K. INDEPENDENT CONTRACTOR: Offeror shall not be an employee of the IALR but shall be an independent contractor. Nothing in the contract shall be construed as authority for Offeror to make commitments which shall bind IALR or to otherwise act on behalf of IALR, except as IALR may expressly authorize in writing.

L. CHANGES TO THE CONTRACT: No change shall be made to the contract except by written amendment executed by the authorized agents of each party.

M. CANCELLATION OF CONTRACT: IALR reserves the right to cancel and terminate any resulting contract(s), in part or in whole, without penalty, upon sixty (60) days written notice to Offeror. Any contract cancellation notice shall not relieve Offeror of the obligation to deliver and/or perform on all outstanding items prior to the effective date of cancellation. Any contract cancellation notice shall not relieve IALR from its obligation to pay for work performed prior to the effective date of cancellation.

N. CONTRACTOR'S AND SUBCONTRACTOR'S PERSONNEL: (a) Offeror shall be responsible for the errors, acts, and omissions of its employees and agents, and the employees and agents of any subcontractors, while on IALR premises or performing any work associated with the contract. (b) Offeror's personnel must be readily identifiable by easily identifiable insignia or uniforms while on IALR property; provided that any such insignia or uniforms will be subject to the reasonable approval of IALR. (c) Offeror's personnel will be required to comply with all rules and regulations governing the access to and use of IALR's premises. (d) Offeror shall provide an adequate staff of experienced

personnel, capable of and devoted to the successful accomplishment of the work to be performed under the contract. (e) It shall be Offeror's responsibility to see that its employees use any equipment, materials and supplies in a safe and orderly manner and in accordance with the manufacturer's instructions and guidelines and within all local, state and federal regulations. It shall be Offeror's responsibility to ensure its employees and its subcontractor's employees know and obey all OSHA, VOSA, EPA and other regulatory requirements. Compliance with all regulatory requirements is the sole responsibility of Offeror and/or subcontractors. The safety of Offeror's and subcontractor's employees is the exclusive responsibility of Offeror and subcontractors. (f) IALR reserves the right to request the removal of any of Offeror's employees or agents or any of subcontractor's employees or agents from the construction site at any time for reasonable cause. Offeror or the subcontractor shall have such employee leave the premises upon receipt of such request.

O. **DAMAGE AND/OR THEFT OF PROPERTY:** Offeror shall be responsible for any loss or damage to property including money, securities, merchandise, fixtures, and equipment belonging to the IALR or to any other person or organization, if any such loss or damage was caused, in all or in part, by Offeror, its agents or employees, and/or its subcontractors.

P. **HAZARDOUS MATERIALS:** Offeror shall not, during the term of the contract, transport, dispose of, or release, on IALR's property any hazardous substance, material, or waste. Offeror shall comply with all federal, state, and local laws, rules, and regulations relating to the storage, transportation, use, and disposal of hazardous materials, substance or waste.

Q. **INDEMNIFICATION:** Offeror shall indemnify and hold harmless IALR and its officers, agents, Trustees, directors, employees, and affiliates from and against any and all liability, losses, damages, claims, causes of action, suits of any nature (including suits by IALR against the Offeror), costs, and expenses, including reasonable attorney's fees and consultant's fees, resulting from or arising out of Offeror's or its agent's, and/or subcontractor's errors, acts, or omissions in the performance of services under the contract or any subcontract or any breaches of the contract or any subcontract. This indemnity provision shall cover and include, without limitation, fines and penalties for violations of federal, state or local laws or regulations (including health or alcoholic beverage violations); personal injury, wrongful death or property damage claims; breach of contract claims; indemnity claims; and other damages, losses and claims of any kind.

R. **NON-EXCLUSIVENESS OF REMEDIES:** Any right or remedy on behalf of the IALR provided for in any part of the contract, including but not limited to, any remedy for Offeror's nonperformance or breach, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

S. **SOVEREIGN IMMUNITY; PUBLIC POLICY:** Nothing contained in the contract is intended to waive, or shall be construed as a waiver of, the sovereign immunity of IALR.

T. **NON-WAIVER:** The failure of IALR to insist upon strict performance of any of the terms or provisions of the contract or to exercise any option, right or remedy contained in the contract shall not be construed as a waiver or relinquishment for the future of such term, provision, option, right or remedy. The waiver by IALR of a breach of any provision

hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

U. CONFIDENTIALITY: Offeror acknowledges and agrees that it (and any other persons in its employment) must maintain the confidentiality of all IALR information, business affairs, programs, partners, vendors, finances, properties, intellectual property, trade secrets, methods of operation, computer programs, and documents, whether written, oral, or otherwise (hereinafter referred to as Confidential Information), to which he may come in contact with during or after the contract period. Offeror agrees that it will not at any time during or after the term of the contract use or disclose to any person any Confidential Information and that upon the termination of the contract it will turn over to IALR all documents, papers, and other matter in his possession or control that relate to IALR, including all electronic or hard copies. Offeror further agrees to bind his employees, agents, and subcontractors to the terms and conditions of the contract.

V. PROPRIETARY MATERIALS: All documents, plans, specifications, diagrams, schematics, and other deliverables produced by Offeror for IALR under the Contract shall be and remain the exclusive property of IALR and shall be used exclusively for the benefit of IALR from the date of creation forward unless express written permission is given by the Executive Director of IALR. Offeror further agrees that he will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without the prior written consent of IALR's Executive Director.

W. RENEWAL OF CONTRACT: The contract may be renewed by IALR for up to three (3) additional one year periods, following the initial term of the contract, provided IALR provides written notice of renewal to the contractor at least ninety (90) days prior to the expiration of the then-current term.