

ROANOKE COUNTY SCHOOL BOARD
REQUEST FOR PROPOSALS

RFP Number: RCPS2026-002

Title: Northside High School Cafeteria Serving Line Renovation

Issue Date: January 7, 2026

Optional Pre-Bid Meeting: 9:00 a.m., January 12, 2026 at Northside High School, 6758 Northside High School Road, Roanoke, VA 24019. Enter through Front Office.

Proposals Due No Later Than: 2:00 p.m., January 21, 2026

Location for Receipt of Proposal: Roanoke County Public Schools (RCPS) Administrative Offices, 5937 Cove Road, Roanoke, VA 24019

Inquiries: Questions which may arise as a result of this solicitation may be addressed to Jaime Estrada, jestrada@rcps.us, 540-562-3900. Inquiries must be received at least seven (7) business days prior to the due date in order to be considered. Contact initiated by an Offeror concerning this solicitation with any other School Board representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the Offeror from this transaction.

The Request for Proposal and related documents may be obtained during normal business hours from the RCPS Administrative Offices, located at 5937 Cove Road, Roanoke, VA 24019. This document may be viewed and/or downloaded from eVA. If you have any problems accessing the documents, you may contact Jaime Estrada, Supervisor of Nutrition Services at (540) 562-3900.

**THIS PUBLIC BODY DOES NOT DISCRIMINATE
AGAINST FAITH-BASED ORGANIZATIONS**

REQUEST FOR PROPOSAL (RFP) SIGNATURE PAGE

RFP No. RCPS2026-002
Issue Date: January 7, 2026
Title: Northside High School Cafeteria Serving Line Renovation

Issued By: **Roanoke County School Board**
RCPS Administrative Offices
5937 Cove Road
Roanoke, VA 24019
Phone (540) 562-3900
Email: jestrada@rcps.us

Sealed proposals must be received via in-person delivery, mail, or electronic submission through eVA, on or before **2:00 P.M., January 21, 2026**.

If proposals are hand delivered or mailed, send directly to the Supervisor of Nutrition at the address listed above. To submit an online proposal through eVA, refer to the online bidding instructions available at the following link: <https://www.youtube.com/watch?v=KSxcAkOekW0>.

Further instructions to Offerors are outlined in Sections 3 and 4 of this RFP.

All questions must be submitted in writing before 5:00 p.m., **January 14, 2026**. If necessary, an addendum will be issued and posted to eVA.

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

RCPS reserves the right to cancel this RFP and/or reject any or all proposals and to waive any informalities in any proposal.

This section is to be completed by the Offeror and this page must be returned with the proposal. In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are hereby incorporated herein by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the successful Offeror. Unless the proposal is withdrawn, the Offeror agrees that any prices or terms for such proposal shall remain valid for sixty (60) days after opening. Notices of proposal withdrawal must be submitted in writing to the Purchasing Division.

Legal Name and Address of Firm:

_____	Date: _____
_____	By: _____
_____	Name: _____ (Please Print)
_____ Zip: _____	Title: _____
Phone: _____	FAX: _____
Email: _____	Business License# _____
Virginia State Corporation Commission Identification Number: _____	

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Northside High School Serving Line Renovation

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ROANOKE COUNTY SCHOOL BOARD
REQUEST FOR PROPOSAL
FOR
Northside High School Cafeteria Serving Line Renovation
RFP NUMBER RCPS2026-002

INTRODUCTION

The Roanoke County School Board (hereinafter referred to as “Owner”), is seeking proposals and qualifications from Offerors to provide renovations to the cafeteria serving line at Northside High School in accordance with all terms, conditions and specifications as set out in this Request for Proposal (RFP). The RFP and related documents may be obtained during normal business hours from the RCPS Administrative Offices, (540) 562-3900. This document may be viewed and/or downloaded from eVA. If you have any problems accessing the documents, you may contact the Jaime Estrada, Supervisor of Nutrition Services, (540) 562-3900 or jestrada@rcps.us.

An optional pre-proposal conference will be held at Northside High School, 6758 Northside High School Road, Roanoke, VA 24019 at 9 a.m. on January 12, 2026.

Proposals must be received by hand delivery, mail, or electronic submission through eVA, at or before 2:00 p.m., local time on January 21, 2026.

If submitting electronically via eVA, Offeror should refer to the instructions available at the following link: <https://www.youtube.com/watch?v=KSxcAkOekW0>. In order to submit a proposal through eVA the Offeror must be a registered vendor in eVA.

If Offeror encounters any issues submitting an online proposal through eVA, Offeror shall contact eVA Customer Care for assistance.

If hand delivering or mailing a sealed proposal response, the proposal package must be received by the Supervisor of Nutrition Services, at the RCPS Administrative Offices, 5937 Cove Road, Roanoke, VA 24019, at or before the stated RFP due date and time.

Faxed or e-mailed proposals are not acceptable.

Further instructions for submission are outlined in Sections 3 and 4 of this RFP.

The Roanoke County School Board, and its officers, employees or agents will not be responsible for the opening of a proposal envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified.

The School Board reserves the right to cancel this RFP and/or reject any or all proposals, to waive informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is determined to be in the best interest of the Owner.

Project evaluation and award will be accomplished in accordance with this RFP and Section **10.9** of the County of Roanoke Procurement Policy & Procedures Manual. If an award of a contract is made, notification of such award will be posted for public review on eVA or you may contact the Supervisor of Nutrition directly at (540) 562-3900 to request a copy of the award notification.

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

Inquiries regarding this RFP should be directed to the Supervisor of Nutrition at (540) 562-3900 or via email at jestrada@rcps.us. Inquiries for information regarding procurement procedures and/or proposal submission shall be directed to the Supervisor of Nutrition.

This RFP consists of this Introduction, eleven (11) numbered sections, and the attachments hereto.

Each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The School Board is not responsible for any RFP obtained from any source other than the School Board. Contact the Supervisor of Nutrition by phone at (540) 562-3900, or by email at jestrada@rcps.us.

Respectfully,

Jaime Estrada
Supervisor of Nutrition

Date: January 7, 2026

ROANOKE COUNTY SCHOOL BOARD
Request for Proposal No. RCPS2026-002
Northside High School Cafeteria Serving Line Renovation

SECTION 1. PURPOSE.

The purpose of this Request for Proposal (RFP) is the procurement of the renovation of the cafeteria serving line located at Northside High School consistent with the terms and conditions herein set forth. Final scope of services will be negotiated with the successful Offeror.

SECTION 2. BACKGROUND.

NOT USED

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS.

- A. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP, including the Introduction. Failure to do so may result in the proposal being considered non-responsive and it may be rejected. An Offeror must promptly notify the Supervisor of Nutrition of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFP. An Offeror requiring clarification or interpretation of this RFP should contact the Supervisor of Nutrition at (540) 562-3900.
- B. Proposals must be received by hand delivery, mail, or electronic submission through eVA, at or before 2:00 p.m., local time on January 21, 2026. Proposals appropriately received will be opened at this time. **Proposals received after 2:00 p.m. will not be accepted or considered.**
- C. If submitting electronically via eVA, Offeror should refer to the instructions available at the following link: <https://www.youtube.com/watch?v=KSxcAkOekW0>. In order to submit a proposal through eVA the Offeror must be a registered vendor in eVA. **If Offeror encounters any issues submitting an online proposal through eVA, Offeror shall contact eVA Customer Care for assistance.** The time of receipt for proposals submitted electronically through eVA shall be determined by the time clock included in the eVA submittal system. The electronic proposal submission shall contain a second copy of the proposal **redacted to remove all confidential and proprietary material.**
- D. If hand delivering or mailing a sealed proposal response, the proposal package must be received by the Supervisor of Nutrition Services, at the RCPS Administrative Offices, 5937 Cove Road, Roanoke, VA 24019, at or before the stated RFP due date and time. The time of receipt shall be determined by the time clock stamp in the Front Office or if it is not working, such time shall be determined by the Purchasing official who is to open the proposals.

Each proposal, one (1) **original, marked as such** and **three (3) copies, marked as such**, must be appropriately signed by an authorized representative of the Offeror, and must be

submitted in a sealed envelope or package. A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one **redacted to remove all confidential and proprietary material**, should be included in the proposal packet. The notation “**Northside High School Serving Line Renovation**”, **RFP No. RCPS2026-002**, **Offeror’s Name**, and the specified opening time and date should be clearly marked on the front of that sealed envelope or package. If the RCPS Administrative Offices are closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day, at the originally scheduled hour.

E. **Faxed or e-mailed proposals are not acceptable.**

SECTION 4. GENERAL INSTRUCTIONS TO OFFERORS.

A. Until such time that an award is published, direct contact with any School Board or Owner employee without the express permission of the School Board or designated representative, on the subject of this proposal, is strictly forbidden. Violation of this Instruction may result in disqualification of Offeror’s proposal.

Unless participating in a pending solicitation, prospective vendors may visit RCPS or Owner departments without advance approval of the School Board to make sales calls, drop off literature, or conduct demonstrations. Advance appointments must be confirmed with the Director or their designee for the department to be visited.

Vendors are restricted from contact with departments during active solicitations for the particular goods or services offered by vendors.

During an active solicitation all communications (email, phone, text, letter) must be conducted through the Supervisor of Nutrition Services. Staff will coordinate responses to any inquiries, as necessary. If any vendor involved in a pending solicitation or bid violates this communication protocol, any submittals from the vendor may be rejected at the discretion of the Supervisor of Nutrition.

B. Prospective Offerors, sometimes referred to as providers, operators, contractors, consultants, or vendors, are to address the criteria below at a minimum as part of their submitted proposal. Each proposal should include a transmittal letter and management overview of the proposal. Proposals are to include and may be evaluated on the following factors, together with such other factors as will protect and preserve the interests of the Owner, which may also be considered.

1. Organizational structure of firm and qualifications of management personnel. Prospective Offerors should submit at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position. (See Attachment D)
2. Financial condition of the firm and ability to perform all obligations of any resultant contract.

The sufficiency of the financial resources and the ability of the Offeror to comply with the duties and responsibilities described in this RFP. Each Offeror shall provide a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions. Financial statements may be marked as "confidential" in accordance with the requirements set out in Section 4(A) of this RFP. (See Attachment D)

3. Experience in providing the services and/or items requested by this RFP. (See Attachment D)
4. References: each Offeror should provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP, especially from other **local government** operations similar to those being requested in this RFP by the Owner. Each reference should include organizational name, official address, contact person, title of contact, and phone number. (See Attachment D)
5. The conditions, if any, of the proposal or exceptions to the sample contract. (See Attachment D)
6. Conflict of Interest: each Offeror is to state whether or not any of Offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the School Board or Owner, or has any responsibility or authority with the School Board or Owner that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to the School Board or Owner. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 of this RFP, apply to this RFP. (See Attachment D)
7. Each Offeror is required to disclose if it has ever been debarred, fined, had a contract terminated, or found not to be a responsible bidder or Offeror by any federal, state, or local government, and/or private entity. If so, please give the details of each such matter and include this information with the proposal response.
8. The ability, capacity, and skill of the Offeror to provide the services and/or items described in this RFP and in a prompt and timely manner without delay or interference.
9. The character, integrity, reputation, judgment, experience, efficiency and effectiveness of the Offeror.
10. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.
11. Compliance by the Offeror with laws and ordinances regarding prior contracts, purchases, or services. (See Attachment D)
12. Price: Prospective Offerors must submit the price such Offeror proposes to charge the Owner for providing the required services and/or items, including all fees and costs and how they are calculated, (See Attachment D)

C. Also include any other materials you may want to submit as part of your proposal response.

D. Responses to this RFP must be in the prescribed format (Attachment D – Proposal Response and Checklist).

- E. Offeror shall provide one redacted copy of its proposal fit for public dissemination in the event the Owner must respond to a Freedom of Information Act request. Reference Section 3 above for instructions specific to the mode of submission. Offeror shall not mark its entire proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Offeror's proposal.
- F. The Owner may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received.
- G. The Owner has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.
- H. The Owner is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to the Owner.
- I. Each proposal must contain a completed and properly signed Fee Proposal Form, which form is contained in this RFP.
- J. Only the School Board or Owner will make news releases pertaining to this RFP or the proposed award of a Contract.
- K. Each Offeror who is a stock or nonstock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Offeror shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See Va. Code Section 2.2-4311.2).

SECTION 5. MISCELLANEOUS.

- A. Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for the School Board pursuant to the RFP shall belong exclusively to the School Board and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law. **However, the Offeror must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.** The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. **The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.**

B. As this is a RFP, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.

C. **IMPORTANT NOTICE - ADDENDUMS AND NOTICES OF AWARD**

Any interpretation, correction, or change of the RFP will be made by an addendum. The School Board or its designee will issue Addenda that will be posted to eVA and be available for review and/or download.

Prospective Offerors are encouraged to visit the eVA website often to obtain addenda if they are not signed up to receive automatic notifications from eVA. The School Board does not provide direct notification of changes to the original solicitation documents. The School Board assumes no responsibility or liability for informing recipients of downloaded documents or changes to original documents. It is the sole responsibility of those bidders/offerors to ensure they have copies of any addenda.

The official solicitation documents, addenda and project information are those posted on the eVA website. The School Board is not responsible for 3rd party postings of our solicitations or information about our solicitations.

Interpretations, corrections or changes of this RFP made in any other manner will not be binding and Offerors must not rely upon such interpretations, corrections, or changes.

D. No Offeror shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

E. The School Board and Owner may make investigations to determine the ability of the Offeror to perform or supply the services and/or items as described in this RFP. The School Board and Owner reserve the right to reject any proposal if the Offeror fails to satisfy the School Board and Owner that it is qualified to carry out the obligations of the proposed contract.

F. The successful Offeror must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.

G. The successful Offeror must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.

H. It is the policy of the School Board to maximize participation whenever possible by minority and women owned business enterprises in all aspects of School Board contracting opportunities.

I. The successful Offeror shall comply with all applicable County, State, and Federal laws, codes, provisions, and regulations. The successful Offeror shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- J. Providers of any outside services shall be subject to the same conditions and requirements as the successful Offeror in regards to law, code, or regulation compliance. The Owner reserves the right of approval for any subcontract work, including costs thereof.
- K. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFP.
- L. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.
- M. The procurement provisions of the Virginia Public Procurement Act as well as the Roanoke County Procurement Manual, apply to this RFP, unless specifically modified herein. The County's Procurement Manual can be reviewed on the County's electronic procurement website.
- N. Insurance Requirements:
Successful Offeror, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by successful Offeror, or any of its subcontractors, under any resultant Contract. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this RFP. All such insurance shall be primary and noncontributory to any insurance or self-insurance the Owner may have.

SECTION 6. PROTESTS.

Any Offeror who wishes to protest or object to any award, decision to award, determination of non-responsibility, or debarment pursuant to this RFP may do so in accordance with the provisions of Sections 2.2-4357, 2.2-4358, 2.2-4359, 2.2-4360, and 2.2-4363 of the Code of Virginia. Such protest must be in writing, signed by a representative of the entity making the protest, contain the information required by the applicable Code sections, and be delivered to the School Board within ten (10) days after the award, announcement of the decision to award, or decision of non-responsibility or debarment, whichever occurs first. Contractual disputes are governed by Section 25 of the Sample Contract (Attachment A).

SECTION 7. SERVICES AND/OR ITEMS REQUIRED.

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

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

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

1.01 DESCRIPTION OF WORK

- A. **This project is turnkey project. All mechanical, electrical and plumbing disconnection, wall modifications, removal of equipment not being reused and connection of new equipment shall be part of the contract.** Extent of the work is indicated on drawings and by provisions of this section, including schedules and equipment lists associated with either drawings or this section. The Contractor shall be responsible for all required permits including the plumbing, electrical and mechanical permits. At the commencement of work all Existing Equipment to be replaced shall be disconnected, removed to a location designated by the Owner's Representative and assembled for the Owner's review. The Owner reserves the right of first refusal of the removed kitchen equipment. If refused, the Contractor shall remove the refused equipment from the site and dispose of same in a legal manner. The new items of equipment shall be delivered, set in place and made ready for connections under this contract. Plumbing, Electrical and Mechanical modifications and connections shall be completed under this contract by qualified trades with all necessary permits.

1.02 QUALITY ASSURANCE

- A. **Manufacturer's Qualifications:** Firms regularly engaged in manufacture of foodservice equipment of types, capacities, and sizes required, whose products have been in satisfactory use in similar service for not less than 10 years.
- B. **Section 11 40 00 Contractor Qualifications:** Firms shall hold a Class "A" Virginia Contractor's License and be regularly engaged in the distribution of foodservice equipment and brands hereinafter specified.
- C. **Fabricator's Qualifications:** Where indicated units require custom fabrication, provide units fabricated by a shop which is skilled and has a minimum of 5 years of experience in similar work. Fabricate all custom equipment items in same shop. Where units cannot be fully shop-fabricated, complete fabrication work at project site. Custom fabrication shall carry both NSF and UL Custom Certification.
- D. **Codes and Standards**
1. **NSF Standards:** Comply with applicable National Sanitation Foundation standards and recommended criteria. Provide each principal item of foodservice equipment with a NSF "Seal of Approval".
 2. **UL Labels:** Where available, provide UL labels on the completed principal item of foodservice equipment. In addition provide UL "recognized marking" on other items with electrical components, signifying listing by UL, where available.
 3. **ANSI Standards:** Comply with applicable ANSI standards for electric powered appliances and for plumbing fittings including vacuum breakers and air gaps to prevent siphonage in water piping.

4. NFPA Codes: Install foodservice equipment in accordance with the following National Fire Protection Codes:
 - a. NFPA 70 – National Electric Code
 - b. NFPA 96 – “Removal of Smoke & Grease-Laden Vapors from Commercial Cooking Equipment”
5. ASME Boiler Code: Construct steam generating and closed steam heated equipment to comply with American Society of Mechanical Engineers (ASME) Boiler & Pressure Vessel Code; Section IV for units not exceeding 15 psig or 250°F, or Section I for higher pressure/temperature units.
6. Health Code: Install foodservice equipment in accordance with local health department applicable requirements.

1.03 SUBMITTALS

- A. Product Data, Standard Manufactured Models: Submit the latest manufacturer’s specification sheet with a separate cover sheet indicating the item number, specific model number, quantity, accessories and utility information.
- B. Shop Drawings, Custom Foodservice Equipment: Provide manufacturer prepared detailed shop drawings drawn at a minimum of 1/2”=1’-0” scale consisting of plan views, elevation, sections and enlarged details as required to illustrate compliance with the drawings and specifications of Section 11 40 00. Plot manufacturer’s shop drawings at the scale indicated on the shop drawing. Do not modify scale. Do not include any shop drawings in Equipment Brochure.
- C. Required Additional Drawings: Provide separate 1/4”=1’-0 scale floor plan with schedule, 1/4”=1’-0” scale, dimensioned plumbing rough-in drawing with schedule, 1/4”=1’-0” scale, dimensioned electrical rough-in drawing with schedule and 1/4”=1’-0” scale, dimensioned special conditions drawing indicating any floor depressions, floor block outs for floor troughs, wall blocking, wall opening locations and heights, vent collars and any other special condition requiring coordination with other Divisions. Coordinate with the Contractor to determine which building features will be present and are most appropriate for dimensioning reference on rough-ins. Dimensioned rough-ins shall employ “Baseline” dimensioning style with “Continuing” style used only for minor dimensions such as faucet spacing. Consult equipment specification sheets and shop drawings for leg locations. Avoid leg locations when placing rough-in, particularly floor drains and floor sinks. Verify locations and coordinate correction of all rough-ins prior to floor pouring. **Indicate rough-in for all existing equipment after field verification of required service. Indicate rough-in for all Owner and Vendor furnished equipment using the Contract Documents to provide the necessary particulars for those items.**
- D. **All of the above mentioned submittals shall be presented as a single electronic PDF file submittal package. Partial and non-complying submittals shall not be accepted. They shall be returned to the Contractor for correction and resubmittal.**

- E. Samples for Initial Selection: Submit manufacturer's color charts showing the full range of colors available for exposed products with color finishes.
- F. Maintenance Data: Submit the operation, maintenance, and parts data manuals, in quantities as prescribed by Division 1. O & M Manuals shall be arranged as follows:
 1. Manuals shall be presented in a locking 3-ring binder of suitable size to securely hold the information. A cover and spine insert shall indicate the name and address of the facility, the type of Equipment, e.g., Kitchen, Servery, Dishroom, the foodservice equipment contractors full name address, phone number and principal contact person.
 2. The first page(s), in a clear plastic protective sleeve(s), shall provide an index of equipment arranged alphabetically by manufacturer's name. The index shall include the manufacturer's name, an item description, e.g., "Dishwasher" and the project Item Number. Include the service agents name for each manufacturer and that agent's 24/7 service phone number.
 3. Separate each manufacturer's manuals from the next with an appropriately labeled index tab.
 4. In lieu of paper submission, the above mentioned O&M Manuals may be presented as a single electronic PDF. File shall include a copy of the plan, the equipment schedule, a cover sheet, and complete index. The index shall include the manufacturer's name, an item description, e.g., "Dishwasher" and the project Item Number. Include the service agents' name for each manufacturer and that agent's 24/7 service phone number. The PDF shall be electronically 'bookmarked' at each item that has a unique project Item Number. Electronic O&M Manual shall be page numbered, and page numbers shall correspond to the index. The approved O&M PDF shall be written to a 'thumb drive' or similar physical digital file exchange device and shall be delivered to the Owner at the equipment demonstration as described in section 3.05 of these specifications.
 5. Partial and non-complying O&M Manuals shall not be accepted.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver foodservice equipment in factory-fabricated containers designed to protect equipment and finish until final installation. Make arrangements to receive equipment at project site, or to hold in warehouse until delivery can be made to job site.
- B. Foodservice equipment shall be stored in original containers, and in a location that provides adequate protection to equipment while not interfering with other construction operations.
- C. Handle foodservice equipment carefully to avoid damage to components, enclosures, and finish. Do not install damaged foodservice equipment; replace and return damaged components to equipment manufacturer.

1.05 PROJECT CONDITIONS

- A. Take field measurements to assure accurate fit of fabricated and buyout equipment.

- B. Check utility characteristics; provide pressure regulating valves where required for proper operation of equipment.

1.06 SPECIAL REFRIGERATION WARRANTY

- A. Warranty on Refrigeration Compressors: Provide written warranty, signed by manufacturer, agreeing to replace/repair, within warranty period, compressors with inadequate and defective materials and workmanship, including leakage, breakage, improper assembly, or failure to perform as required; provided manufacturer's instructions for handling, installing, protecting, and maintaining units have been adhered to during warranty period. Replacement is limited to component replacement only, and does not include labor for removal and reinstallation.
 - 1. Warranty Period: 5 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. It is the intent of these specifications to designate an all-inclusive job, complete and ready for use, except all plumbing, ventilating, and electrical connections made under Division 22, 23 and 26. All equipment shall be set in place completely assembled, jointed together in a workmanlike manner and left ready for the required connections.
- B. All equipment shall be permanently and legibly marked, or have a permanent nameplate, with the manufacturer's name. The manufacturer's type, or model number, and the serial number shall also be permanently marked on the machine.
- C. All equipment covered by these specifications shall utilize the best and most modern practices of the Foodservice and Cooking Equipment Industry.
- D. All specially built equipment shall be made by one manufacturer and shall be uniform throughout as to method and type of construction used.
- E. No machinery or equipment covered by these specifications shall be acceptable from any manufacturers who shall not have had equipment of approximately the same type and design as that specified operating successfully for at least one year. Machines installed for test purposes shall not come within the category of successful commercial operation.
- F. Appliances shall be new, of manufacturer's current production and furnished complete with motors, driving mechanism, starters and controllers including master switches, timers, cutouts, reversing mechanism, and other electrical equipment, if and as applicable with wiring on the appliance installed in rigid metal conduit (except that flexible conduit may be used as necessary to permit adjustment of motors with drive belts or chain) and permanently connected. Wiring and connection diagrams shall be furnished with electrically operated machines.
- G. Appliances shall be of rigid construction, free from objectionable vibration, and quiet in operation.

- H. Substitutions may be considered, subject to Owner's approval, only in accordance with the requirements of Division 1 of these specifications, for equipment items included in the Equipment Schedule. The brands and models indicated in the written specifications are deemed to be the design standard. Coordination and any corresponding costs incurred by other Divisions due to any substitutions is the responsibility of the Section 11 40 00 contractor.

2.02 ELECTRICAL REQUIREMENTS

- A. Supply motors and heating elements for operation and electrical characteristics indicated on contract drawings or as stipulated under Foodservice Equipment Schedule.
- B. A cord of suitable length and size shall be provided for all portable items and those usually so connected. Verify characteristics of receptacles being provided under other Sections of these specifications and provide matching plug all completely wired for plug-in operation. Receptacles provided as a part of integral unit of items shall be congruent or match those above.
- C. Motors shall be of the drip-proof, splash-proof, or totally enclosed type, having a 2-hour duty cycle and ball bearings (except small timing motors which may have sleeve bearings). All motors shall have windings impregnated to resist moisture. Motors located where subject to deposits of dust, lint, or other similar matter from the machine on which installed shall be of the totally enclosed type. Motors shall have ample power to operate the machines for which designated under full load operating conditions without exceeding their nameplate ratings. Horsepower requirements on driven equipment shall be determined by the manufacturer based on normal operation at maximum capacities. The nominal rated motor horsepower shall be not less than the horsepower required for normal operation of the equipment at maximum capacity.

2.03 MATERIALS

- A. General: Unless otherwise indicated on drawings, the following requirements shall apply.
- B. Stainless Steel: AISI Type 304. Provide non-magnetic sheets, free of buckles, waves, and surface imperfections. Provide No. 4 polished finish for any surfaces which will be exposed.
- C. Galvanized Steel Sheet: ASTM A 526, except ASTM A 527 for extensive forming; ASTM A 525, G90 zinc coating, chemical treatment.
- D. Stainless Steel Tube: ASTM A 554, Type 304 with No. 4 polished finish.
- E. White Metal: Corrosion-resistant metal containing not less than 21% nickel. Make casting free from pit marks, runs, checks, burrs, and other imperfections; rough grind, polish and buff to bright luster. In lieu of white metal castings, 18-8 stainless steel die-cast or stamped may be used.

- F. Plastic Materials and Components: Except for plastic laminate, provide plastic materials and components which comply with NSF 51.
- G. Sound Deadening: Heavy-bodied resinous coating, filled with granulated cork or other resilient material, compounded for permanent, non-flaking adhesion to metal in 1/8" thick coating. Apply coating of sound deadening material to underside of tops, drainboards, dishtables, and sinks.
- H. Sealants: Provide low VOC sealant that when fully cured and washed meets requirements of Food and Drug Administration Regulation 21 CFR 177.2600 for use in areas where it comes in contact with food. Provide closed cell polyethylene backer rod as required.
- I. Gaskets: Solid or hollow (not cellular) neoprene or PVC; light gray, minimum 40 Shore A hardness, self-adhesive or prepared for either adhesive application or mechanical anchorage.
- J. Fasteners: Shall be stainless steel of a style appropriate for the task. Fasteners shall be Phillips truss head machine screws, Phillips truss head sheet metal screws or Phillips flathead machine screws. Shields and toggles shall be used where necessary to fasten to CMU and concrete. Drive pins are not acceptable foodservice attachment devices.

2.04 STAINLESS STEEL FABRICATIONS

- A. General: Unless otherwise indicated on drawings, the following requirements shall apply.
- B. Tops: Fabricate of 14-gauge stainless steel, with exposed edges rolled on 1-1/2" diameter radius front and back edges. Ends shall be turned down 90 degrees. Unless otherwise indicated in the Itemized Specifications where tops are adjacent to walls or adjoining equipment, turn up 6" and back 2" on 45° angle. Cove horizontal and vertical corners with not less than 3/4" radius.
- C. Dishtables and Drainboards: Fabricate of 14-gauge stainless steel with exposed edges formed into 1-1/2" x 180° rolled rim approximately 3" high. Provide built-in pitch of 1/8" per foot minimum. Provide 10" high backsplashes with 2" return on 45° angle or 1-1/2" diameter rolled rim, as indicated. Construct front rim and backsplash on drainboards with continuous level plane with sink it adjoins. Support drainboards up to 36" in length by 1" diameter stainless steel tube welded to underside of drainboard and leg gusset. Support drainboards 36" and longer with legs. Cove horizontal and vertical corners with not less than 3/4" radius.
- D. Prewash Sinks in Soiled Dishtables: Fabricate of 14-gauge stainless steel measuring 20" square and 6" deep unless otherwise indicated in Itemized Specifications. Sinks shall have radius cove corners, a perforated lift-out scrapping basket constructed of 16-gauge stainless steel with 1" 16-gauge stainless steel tubing rack slides/handles and 1" stainless steel legs to facilitate draining. If a disposer is specified a disposer collar weldment, control panel bracket and vacuum breaker hole punch shall be

substituted for the scrap basket. The rack slides shall be welded to removable stainless steel angle brackets at each end.

- E. Framing: Mount tops on 4" wide x 3/4" high 14-gauge stainless steel "U" channels. Mount dishtables and drainboards on 4" wide x 14-gauge stainless steel "U" channels.
 - 1. Run framework the entire length of unit at the centerline and cross brace at each leg assemble and no more than 48" on center between legs. For dishtables and drainboards, run framing from front to back at each leg location, and run additional channel lengthwise, located at center of table width and secured with a double row of 10-24 stainless steel blind weld studs 12" centers. Provide each stud with suitable stainless steel locking acorn nut. Tables wider than 30: shall have two rows of "U" channel running the entire length of the table. Weld cross channels to main channels and tack weld all ends to the top.
- F. Legs and Cross Rails: Construct legs of 1-5/8" O.D. x 16-gauge stainless steel tubing, with fully enclosed stainless steel bullet shaped adjustable foot with minimum adjustment of 1" up or down without any threads showing. Fasten legs to 4" high stainless steel conical gusset with top completely sealed by means of stainless steel plate. Weld gusset continuously to bottom of unit framing.
- G. Inserts: Where cold pans and other inserts are installed in cabinet bases, provide apron full depth of insert and of same material as bodies with reinforced openings as required. Form in openings on all sides.
- H. Drawers: Unless otherwise indicated in Itemized Specifications drawers shall be Component Hardware model S90-0020-N or equal..
- I. Shelves: Construct of 14-gauge stainless steel.
 - 1. Bottom Shelves: Extend forward and turn down at front so as to be flush with front facing of cabinet.
 - 2. Fixed Intermediate Shelves: Weld to front stiles and to 14-gauge stainless steel brackets so that shelf is 1" away from back and ends of cabinet.
 - 3. Adjustable Shelves: Channel on all 4 sides, weld corners, and mount on removable stainless steel standards.
- J. Open Base Shelving: Construct of 16-gauge stainless steel with edges rolled down on open sides, and 2" turn up with 3/4" radius on rear and ends where adjacent to walls and other equipment. Neatly notch corners and weld to legs. Reinforce shelving longitudinally with 14-gauge stainless steel "U" channel welded to underside. Construct removable shelves as above, but fit over cross rails. Do not exceed shelving sections of 30" long; where one section abuts another, turn down edges 1".
- K. Wall Shelves: Construct of 14-gauge stainless steel with 1-1/2" roll on front and exposed ends, and with 2" turn up on back and ends where adjacent to walls or other fixtures. Weld all corners. Construct wall brackets of 14-gauge stainless steel with 1-1/2" flange at wall and completely welded to underside of shelf. Fasten each bracket to wall with minimum of two fasteners. Fasten shelf to wall bracket by means of studs welded to shelf and suitable stainless steel locking acorn nut.

Unless otherwise specified in the Itemized Specifications wall shelves shall be mounted 64" AFF to the work surface

- L. Overshelves: Set shelves mounted over equipment not adjacent to walls on 1" x 14-gauge stainless steel tubular standards fitted with stainless steel base flanges. Completely weld top of tubular standard to 14-gauge stainless support channels, run channels full width of overshelf. Run 1/2" steel tension rods through counter tops and reinforcing angle framing, secure with nuts and lockwashers to assure stable sway-free structure. Unless otherwise specified in the Itemized Specifications overshelves shall be mounted 64" AFF to the work surface
 - 1. Where shelves are mounted over drainboards or dishtables, mount on upturned rolled edges omitting flanges, and scribe lower end of tube to match contour of roll.
- M. Wall Mounted Pot Racks: Construct of 3/16" x 2" stainless steel bar stock with double-bar construction. Supply 16-gauge stainless steel end/wall brackets. Provide stainless steel double-pronged pot hooks – one every 12".
- N. Table Mounted Pot Racks: Construct of 3/16" x 2" stainless steel bar stock with triple-bar construction. 1-5/8" tubular stainless steel supports. Provide stainless steel double-pronged pot hooks – one every 12". Mount 90" AFF to top of rack.
- O. Sinks: Fabricate from 14-gauge stainless steel with interior corners rounded to 3/4" radius, both horizontally and vertically, forming cove in bottom. Construct with butt edge joints, welded and ground smooth so no evidence of welding shall appear. Divide multiple compartment sinks with double wall 14-gauge stainless steel partitions rounded to 1/2" radius on top and having corners rounded same as other corners in sinks, continuously welded in place with welds ground smooth and polished. Provide back, bottom, and front of one continuous piece with no overlapping joints or open spaces between compartments. Pitch bottom of each compartment, and crease to die-stamped recess to receive lever type drain, without use of solder, rivets, or welding.
 - 1. Finish front and exposed ends of sink with 1-1/2", 180° rolled edge. Finish back and ends adjacent to walls or other fixtures with backsplash. Punch back backsplash to receive wall-mounted faucets.
 - 2. For sinks in worktops, construct as above but omit roll edges and backsplash. Fabricate bowls to be flush with work surface.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Rough-In Work: Examine roughed-in plumbing, mechanical and electrical services, and installation of floors, walls, columns and ceilings, and other conditions under which foodservice work is installed; verify dimensions of services and substrates before fabricating work. Notify Contractor of unsatisfactory locations and dimensions of other work, and of unsatisfactory conditions for proper installation of foodservice

equipment. Do not proceed with fabrication and installation until unsatisfactory dimensions and conditions have been corrected.

3.02 INSTALLATION

- A. General: Set each item of non-mobile and non-portable equipment securely in place, level and adjust to correct height. Anchor to supporting substrate where indicated and where required for sustained operation and use without shifting or dislocation. Conceal anchorages where possible. Adjust counter tops and other work surfaces to level tolerance of 1/16" maximum offset, and maximum variation from level or indicated slope of 1/16" per ft. Height of tops and work surfaces shall not exceed 2'-10" AFF.
- B. Field Joints: Complete field-assembly joints in work (joints which cannot be completed in shop) by welding, bolting-and-gasketing, or similar methods. Grind welds smooth and restore finish. Set or trim gaskets flush, except for "T" gaskets as indicated.
- C. Closure Plates and Strips: Install, with joints coordinated with units of equipment.
- D. Cut-Outs: Provide cut-outs in foodservice equipment to run plumbing, electric, or steam lines through equipment items for final connections.
- E. Sealants and Gaskets: Install all around each unit to make joints air-tight, watertight, vermin-proof, and sanitary for cleaning purposes. In general, make sealed joints not less than 1/8" wide, and stuff backer rod to shape sealant bead properly, at 1/4" depth. Shape exposed surfaces of sealant slightly concave, with edges flush with faces of materials at joint. At internal-corner joints, apply sealant or gaskets to form a sanitary cove, of not less than 3/8" radius. Provide sealant-filled or gasketed joints up to 1/4" joint width; stainless steel closure strips for wider joints, with sealant application each side of strips. Anchor gaskets mechanically or with adhesives to prevent displacement.
- F. Piping: Install necessary piping from relief valves on kettles and steamers to exhaust in manner to avoid steam coming in contact with operating personnel, and in accordance with applicable codes. Install required piping from indirect drain connections to floor drains.
- G. Custom Sink Faucets: For single compartment sinks mount faucet over center line; for double compartment sinks center faucet over partition; for triple compartment sinks mount two faucets, one over each partition.

3.03 FIELD QUALITY CONTROLS

- A. Testing: Do not start-up foodservice equipment until service lines have been tested, balanced, and adjusted for pressure, voltage, and similar considerations; and until water and steam lines have been cleaned and treated for sanitation. Before testing, lubricate each equipment item in accordance with manufacturer's recommendations.
- B. Test each item of operational equipment to demonstrate that it is operating properly, and that controls and safety devices are functioning. Repair or replace equipment

which is found to be defective in its operation, including units which are below capacity or operating with excessive noise or vibration.

3.04 CLEANING

- A. After completion of installation, and completion of other major work in foodservice areas, remove protective coverings, if any, and clean foodservice equipment, internally and externally. Restore exposed and semi-exposed finishes to remove abrasions and other damages; polish exposed-metal surfaces and touch-up painted surfaces. Replace work which cannot be successfully restored.
- B. Final Cleaning: After testing and start-up, and before time of Substantial Completion, thoroughly clean foodservice equipment, and leave in condition ready for sanitizing by foodservice personnel.
- C. Any cleaning agents that are acid based, contain bleach, or other caustic agents or chemicals not specifically approved for use on stainless steel SHALL BE STRICTLY FORBIDDEN IN ALL FOODSERVICE SPACES. Failure to observe this will result in permanent damage to stainless steel equipment and stainless steel components and will VOID manufacturers' warranties. Section 114000 shall inform the General Contractor of its responsibility to enforce this requirement.

3.05 CLOSEOUT PROCEDURES

- A. Provide services of Installer's technical representative, and manufacturer's technical representative, to instruct Owner's personnel in operation and maintenance of foodservice equipment.
- B. Schedule training with Owner, provide 7-day notice to Contractor and Architect of training date.

ITEMIZED EQUIPMENT SPECIFICATIONS

ITEM NO. 1 – 1-SECTION PASS-THRU HEATED CABINETS

1-Section Pass Thru Heated Cabinet shall be Traulsen Model No. RHF132WP-FHS-L003, hinged as indicated on Drawing QF101

Provide the following options:

- Manufacturer's Standard Features and
- 6" high stainless steel legs
- Six (6) sets of Universal tray slides per section
- Install universal tray slides in upper half of each compartment and full complement of three (3) shelves in lower half of each compartment

ITEM NO. 2 – 1-SECTION PASS-THRU REFRIGERATOR

1-Section Pass Thru Refrigerator shall be Traulsen Model No. RHT132WPUT-FHS-L003, hinged as indicated on Drawing QF101

Provide the following options:

- Manufacturer's Standard Features and
- 6" high stainless steel legs
- Six (6) sets of Universal tray slides per section
- Install universal tray slides in upper half of each compartment and full

complement of three (3) shelves in lower half of each compartment

ITEM NO. 3 – REFRIGERATED AIR SCREEN MERCHANDISER

Refrigerated Air Screen Merchandiser shall be Structural Concepts Model No. BN37R-L003

Provide the following options:

Manufacturer's Standard Features and

Full glass end panels

Adjustable locking standard casters

One (1) removable solid security cover

Equal models by Federal Industries shall be considered

ITEM NO. 4A – SERVING COUNTER

Serving Counter shall be Eagle Model No. CUSTOM-L003, sized and arranged as indicated on Drawings QF101 and as detailed on QF102

ITEM NO. 4B – SERVING COUNTER

Serving Counter shall be Eagle Model No. CUSTOM-L003, sized and arranged as indicated on Drawings QF101 and as detailed on QF103

ITEM NO. 4C – SERVING COUNTER

Serving Counter shall be Eagle Model No. CUSTOM-L003, sized and arranged as indicated on Drawings QF101 and as detailed on QF104

ITEM NO. 4D – SERVING COUNTER

Serving Counter shall be Eagle Model No. CUSTOM-L003, sized and arranged as indicated on Drawings QF101 and as detailed on QF105

ITEM NO. 5 – DROP-IN 3-WELL HOT/COLD FOOD – INCLUDED IN ITEM NO. 4A, 4B, 4C, AND 4D

ITEM NO. 6 – COUNTER PROTECTOR WITH LIGHTS – INCLUDED IN ITEM NO. 4A, 4B, 4C, AND 4D

ITEM NO. 7 – 2-TIER HOT/COLD DISPLAY SHELF – INCLUDED IN ITEM NO. 4A, 4B, 4C, AND 4D

ITEM NO. 8 – EXISTING POS/CASH REGISTER

ITEM NO. 9 – COUNTERTOP REFRIGERATOR – VENDOR FURNISHED

Additional Information: Please see attachment for site drawings and equipment specifications.

Time of Performance: Estimated start date for project is June 1, 2026. All work must be completed by July 15, 2026 or sooner.

SECTION 8. EVALUATION CRITERIA.

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. The School Board does not use a numerical or weighted scoring system when evaluating

selection criteria. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items referred to above and those set forth below:

- A. The background, education and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.
- B. Reasonableness/competitiveness of proposed fee and/or benefits to the Owner, although the Owner is not bound to select the Offeror who proposes the lowest fees or most benefits for services. The School Board and Owner reserve the right to negotiate fees and/or benefits to the Owner with the selected Offeror(s).
- C. The Offeror's responsiveness and compliance with the RFP requirements and conditions.
- D. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with the Owner's contract.
- E. The Offeror's ability, capacity and skill to fully and satisfactorily provide the services and/or items required in this RFP.
- F. The quality of Offeror's performance in comparable and/or similar projects.
- G. Whether the Offeror can provide the services and/or deliver the items in a prompt and timely fashion.
- H. Offeror's willingness to accept the sample contract (Attachment A).

SECTION 9. SELECTION PROCESS.

- A. Pursuant to Section 2.2-4302.2 (A)(4) of the Code of Virginia, selection of the Offeror will be as follows:
 - 1. The Owner's designee shall engage in individual discussions with two or more Offerors, if there be that many deemed fully qualified, responsible and suitable on the basis of initial responses with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed projects as well as alternative concepts. These discussions may encompass nonbinding estimates of total project costs including, where appropriate, design, construction, life cycle cost, nonbinding estimates of price for services, and other matters. Methods to be utilized in arriving at a price for services may also be discussed. Properly designated proprietary information from competing Offerors shall not be disclosed to the public or competitors, except as may be required by law.
 - 2. At the conclusion of discussions, outlined in the paragraph above, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the two (2) or more Offerors whose professional qualifications and proposed services are deemed most meritorious shall be ranked in order of preference.

3. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the Owner can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.
 4. Should the Owner determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
- B. All proposals submitted in response to this RFP will be reviewed by the Supervisor of Nutrition or its designee for responsiveness prior to referral to a selection committee or person. A committee consisting of Owner personnel and/or others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the Owner as appropriate. The award of a contract, if made, will be made to the Offeror whose proposal best furthers the interest of the Owner. The School Board reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Offeror whose proposal is deemed to be in the best interest of the Owner.
- C. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the selection committee or person. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of the Owner and may or may not be conducted.
- D. The Owner reserves the right to make multiple awards as a result of this solicitation.

SECTION 10. COOPERATIVE PROCUREMENT.

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

SECTION 11. INFORMATION ON CONTRACT TO BE AWARDED.

The Sample Contract marked as Attachment A to RFP #RCPS2026-002 contains terms and conditions that the Owner will include in any contract that may be awarded, but such terms and conditions may be changed, added to, deleted, or modified as may be agreed to between the Owner and the Offeror during negotiations. However, if an Offeror has any objections to any of the terms or conditions set forth in the Sample Contract or any changes or additions thereto that the Offeror wants to discuss during negotiations, the Offeror should set forth such objections, changes, or additions in such Offeror's proposal submitted in response to this RFP. Otherwise, submission of a proposal by an Offeror will obligate such Offeror, if it is the successful Offeror, to enter into a contract containing the same or substantially similar terms and conditions as contained in such Sample Contract. Other terms and conditions, if necessary, will be negotiated with the successful Offeror.

END

RFP No. RCPS2026-002
ATTACHMENT A: SAMPLE CONTRACT

COUNTY OF ROANOKE, VIRGINIA

SAMPLE

**CONTRACT BETWEEN THE ROANOKE COUNTY SCHOOL BOARD AND FOR
RENOVATION OF THE CAFETERIA SERVING LINE AT NORTHSIDE HIGH SCHOOL.**

This Contract # is dated , between the Roanoke County School Board, hereinafter referred to as "Owner", and legal name/address of contractor, hereinafter referred to as the "Contractor," Choose an item. .

WITNESSETH:

WHEREAS, Contractor has been awarded this nonexclusive Contract by the Roanoke County School Board for furnishing all equipment, materials, goods, labor, and services necessary for renovation of the cafeteria service line at Northside High School and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work or Project.

NOW, THEREFORE, THE OWNER AND THE CONTRACTOR AGREE AS FOLLOWS:

SECTION 1. WORK/ SERVICES TO BE PROVIDED AND DOCUMENTS.

For and in consideration of the money hereinafter specified to be paid by the Owner to the Contractor for the Work provided for in this Contract to be performed by the Contractor, the Contractor hereby covenants and agrees with the Owner to fully perform the services, provide any materials called for to construct, and complete the Work called for by this Contract in a good and workmanlike manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract within the time stipulated, time being made of the essence for this Contract. It is also agreed by the parties hereto that the documents to this Contract consist of this Contract and the following documents listed below (Contract Documents), all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, viz:

1. Insurance Requirements (Exhibit 1).
2. Scope of Work/Fee Schedule (Exhibit 2).
3. Proposal Submitted by Contractor and dated _____ (Exhibit 3). (To be provided after selection of Successful Offeror.)
4. List of Locations (Exhibit 4).
5. Owner Special Terms and Conditions (Exhibit 5).
6. Request for Proposal No. _____, which is incorporated herein by reference.

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

SECTION 2. CONTRACT AMOUNT.

The Owner agrees to pay the Contractor for the Contractor's complete and satisfactory performance of the Work/ Service, in the manner and at the time set out in this Contract, but the total amount for all such requests will not exceed \$ _____, as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by the Owner, and the Contract amount may be decreased by the Owner's assessment of any damages against the Contractor, as may be provided for in this Contractor or by law, and the Owner retains the right of setoff as to any amounts of money the Contractor may owe the Owner. However, Contractor further acknowledges and agrees that any request for Contractor to perform Work under this Contract is in the sole discretion of the Owner and that there is no guarantee of any minimum amount of Work that may be requested by the Owner and that no Work may be requested.

SECTION 3. TERM OF CONTRACT.

- A. The term of this Contract shall be for one (1) year, from _____, through _____, at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless extended as set forth herein at the option of the Owner.
- B. All terms and conditions shall remain in force for the term of this Contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of this Contract.

SECTION 4. TIME OF PERFORMANCE.

The Contractor shall commence the Work to be performed under this Contract on such date as is established and fixed for such commencement by written notice (which may be initially given verbally in an emergency situation) to proceed given by the Owner representative to the Contractor, and the Contractor covenants and agrees to fully construct, perform, and complete the Work and/or provide the goods called for by this Contract established by such notice. The Contractor further agrees that the Work shall be started promptly upon receipt of such notice and shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with the Contract Documents and that Contractor will cooperate and coordinate with the other Owner contractors or employees doing other work or using the area where Contractor is working. **The project shall be completed in entirety by July 15, 2026, or sooner.**

SECTION 5. PAYMENT.

- A. The Owner and Contractor agree that the Owner will only pay the Contractor for time actually spent and materials actually provided on the Project requested and accepted by the Owner. Invoices for services rendered and accepted shall be submitted by Contractor directly to the payment address of the requesting Owner department/division. Payment of such invoices shall be the responsibility of the department/division.
- B. The Owner agrees to pay Contractor for the Contractor's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract. The Owner retains the right to setoff as to any amounts of money Contractor may owe the Owner. Payment will only be made for work actually performed, services actually supplied, and/or materials or goods furnished to the Owner, all of which need to be approved and accepted by the Owner prior to such payment, unless otherwise provided for in the Contract documents. Payment of agreed upon amount will be due 30 days from date of project completion/invoice date. If there are any objections or problems with the payment request, the Owner will notify the Contractor of such matters.

SECTION 6. SALES TAX EXEMPTION.

The Owner is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the Owner's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9. The Owner's tax-exempt status shall not inure to the benefit of Vendor. Vendor shall be liable for all applicable local, state and federal taxes that may arise or be due under this Agreement.

SECTION 7. FREE ON BOARD, RISK OF LOSS, AND TITLE.

All prices include F.O.B Destination, inside delivery, unless otherwise noted in this Contract. The risk of loss from any casualty, regardless of cause, shall be on the Contractor until the items have been delivered to Owner personnel making the request and accepted by the Owner. The risk of loss shall also be on the Contractor during the return of any items to the Contractor. Title to the items shall pass to the Owner upon receipt and acceptance of such items by the Owner.

SECTION 8. INSPECTION.

The Owner shall have a reasonable time after receipt of items / services provided and before payment to inspect all items for conformity to this Contract. If all or some of the items delivered to the Owner do not fully conform to the provisions hereof, the Owner shall have the right to reject and return such nonconforming items, at the sole cost of the Contractor.

SECTION 9. WARRANTY OF MATERIAL AND WORKMANSHIP.

Contractor agrees that all items provided to the Owner will be new, or if an item is refurbished or remanufactured, such item will meet the industry standards for such item and the item shall be clearly labeled as refurbished or remanufactured, and that all such items include such warranties as may be provided by Virginia law together with any warranties provided by the manufacturer of the item. Contractor shall use reasonable commercial efforts to assist the Owner in processing warranty claims against a manufacturer. Contractor also agrees that the services provided under this Contract shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like contractors in Virginia. Further, Contractor warrants that such services shall be completed in accordance with the applicable requirements of this Contract and shall be correct and appropriate for the purposes contemplated in this Contract. Contractor agrees that Contractor shall repair or replace, at Contractor's sole expense, and to the satisfaction of the Owner, any items, material, equipment, or part of the item that is found by the Owner to be defective or not in accordance with the terms of this Contract.

SECTION 10. PAYMENTS TO OTHERS BY CONTRACTOR.

The Contractor agrees that Contractor will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding Contractor's payment to other entities and the Contractor will take one of the two actions permitted therein within 7 days after receipt of amounts paid to Contractor by the Owner. Contractor further agrees that the Contractor shall indemnify and hold the Owner harmless for any lawful claims resulting from the failure of the Contractor to make prompt payments to all persons supplying the Contractor equipment, labor, tools, or material in connection with the work provided for in the Contract. In the event of such claims, the Owner may, in the Owner's sole discretion, after providing written notice to the Contractor, withhold from any payment request or final payment the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if the Owner determines it to be appropriate to do so.

SECTION 11. HOLD HARMLESS AND INDEMNITY.

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

trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Contract.

SECTION 12. COMPLIANCE WITH LAWS AND REGULATIONS, AND IMMIGRATION LAW.

Contractor agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to all applicable licensing requirements, environmental regulations, and OSHA regulations. Contractor further agrees that Contractor does not and shall not during the performance of its Contract; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.

SECTION 13. INDEPENDENT CONTRACTOR.

The relationship between Contractor and the Owner is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Contractor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

SECTION 14. REPORTS, RECORDS, AND AUDIT.

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

SECTION 15. INSURANCE REQUIREMENTS.

Contractor and any of its subcontractors involved in this Contract shall maintain the insurance coverage's set forth in Exhibit 1 to this Contract and provide the proof of such insurance coverage as called for in Exhibit 1, including workers' compensation coverage regardless of the number of Contractor's employees. Such insurance coverage shall be obtained at the Contractor's sole expense and maintained during the life of the Contract and shall be effective prior to the beginning of any work or other performance by the Contractor under this Contract. Additional insured endorsements, if required, must be received by the Owner within 30 days of the execution of this Contract or as otherwise required by the Owner's Risk Manager.

SECTION 16. DEFAULT.

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

SECTION 17. NONWAIVER.

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

SECTION 18. FORUM SELECTION AND CHOICE OF LAW.

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this Contract shall only be proper in the Roanoke County Circuit Court, or in the Roanoke County General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party, but shall be construed according to their fair and customary meaning as if both parties jointly prepared this Contract.

SECTION 19. SEVERABILITY.

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

SECTION 20. NONDISCRIMINATION.

A. During the performance of this Contract, Contractor agrees as follows:

- i. 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 or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor is an equal opportunity employer.
 - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. Contractor will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SECTION 21. DRUG-FREE WORKPLACE.

- A. During the performance of this Contract, Contractor agrees to (i) provide a drug-free workplace for 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 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 Contractor that 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.
- B. 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.

SECTION 22. FAITH BASED ORGANIZATIONS.

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the Owner does not discriminate against faith-based organizations.

SECTION 23. DATA ON CONVICTIONS FOR CERTAIN CRIMES

The Contractor certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of any of the following felony or misdemeanor offenses: felony sex or violence offenses, other felony offenses or misdemeanor sex offenses within the past ten years. Upon request by the Owner, Contractor shall provide specific documentation to verify that it has conducted requisite criminal conviction checks on its employees, agents, sub-contractors, and assigns. Schools reserve the right to remove or deny entrance to any employee, agent, sub-contractor, or assign of Contractor when Owner determines, in its sole discretion, that such person poses a risk to health or safety of others on Owner property.

The Contractor further understands and acknowledges (1) that if he makes a materially false statement regarding any of the above offenses, he will be guilty of a Class 1 misdemeanor and may forfeit profits derived from the contract. Further, the Contractor understands and acknowledges that before any person is permitted to provide such services subsequent to this certification, he must complete a new certification regarding such person in a form satisfactory to Owner. Data and Convictions information will be requested before the Owner enters into a contract, when required.

SECTION 24. ASSIGNMENT.

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

SECTION 25. CONTRACTUAL DISPUTES.

Contractual claims, whether for money or for other relief, including any disputes as to change orders or extra work, shall be submitted, in writing, no later than sixty (60) calendar days after final payment or payment designated as a final payment; however, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the Owner or its designee. The Contractor may not institute legal action prior to receipt of the Owner's decision on the claim unless the Owner fails to render such decision within ninety (90) calendar days from submittal of its claim. The decision of the Owner shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 90 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the Owner to render a decision within said ninety (90) calendar days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of

the Owner’s failure to render a decision within said ninety (90) calendar days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this Contract.

SECTION 26. SUCCESSORS AND ASSIGNS.

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

SECTION 27. HEADINGS.

The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract.

SECTION 28. COUNTERPART COPIES.

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

SECTION 29. AUTHORITY TO SIGN.

The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.

SECTION 30. NOTICES.

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

To RCPS: Roanoke County School Board
 Administrative Offices
 5937 Cove Road
 Roanoke, Virginia 24019
 jestrada@rcps.us

If to Contractor: _____
 Attn: _____, Title

Email Address: _____
Phone: _____

Notices shall be deemed to be effective one day after sending if sent by overnight courier or three (3) days after sending it by certified mail, return receipt requested.

SECTION 31. PROTECTING PERSONS AND PROPERTY.

The Contractor expressly undertakes both directly and through its subcontractors, to take every reasonable precaution at all times for the protection of all persons and property at the location of the Work or in the vicinity of the Work or that may be affected by the Contractor's operation in connection with the Work. The Contractor will maintain adequate protection of all Contractor's Work to prevent damage to it and shall protect the Owner's property from any injury or loss arising in connection with this Contract and to protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. Contractor agrees to be responsible for the entire Work and will be liable for all damages to the Work, including, but not limited to, damages to any property of the Owner or to any property in the vicinity or adjacent to the Work. All damage with respect to the Work caused by vandalism, weather, or any other cause, other than resulting from the sole negligence of the Owner shall be the responsibility of the Contractor. Contractor shall also be responsible for any inventory shortages and discrepancies of any type.

SECTION 32. CONTRACT SUBJECT TO FUNDING.

This Contract is subject to funding and/or appropriations from federal, state, and/or local governments and/or agencies. If any such funding is not provided, withdrawn, or otherwise not made available for this Contract, the Contractor agrees that the Owner may terminate this Contract on seven (7) days written notice to Contractor, without any penalty or damages being incurred by the Owner. Contractor further agrees to comply with any applicable requirements of any grants and/or agreements providing such funding.

SECTION 33. SUSPENSION OR TERMINATION OF CONTRACT BY OWNER.

The Owner, at any time, may order Contractor to immediately stop work on this Contract, and/or by seven days (7) written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the Owner all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract whether completed or in process (unless otherwise directed by the notice).

1. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Contract obligations, the Owner may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Owner for any damages allowed by law, and upon demand of Owner shall promptly pay the same to Owner.

2. Should the Contract be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the Owner and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
3. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and Owner may pursue any and all such rights and remedies against Contractor as it deems appropriate.

SECTION 34. ETHICS IN PUBLIC CONTRACTING.

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Va. Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Contract.

SECTION 35. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.

Contractor shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The Owner may void the Contract if the Contractor fails to remain in compliance with the provisions of this section.

SECTION 36. OWNERSHIP OF REPORTS AND DOCUMENTS.

Contractor agrees that all reports and any other documents (including electronic data) prepared for, obtained in connection with, and/or required to be produced in connection with this Contract shall be delivered by the Contractor to the Owner and all such items shall become the sole property of the Owner. The Contractor agrees that the Owner shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and the Owner may reproduce, copy, and use all such items as the Owner deems appropriate, without any restriction or limitation on their use and without any cost or charges to the Owner from Contractor. Contractor hereby transfers and assigns all such

rights and items to the Owner. Contractor further agrees Contractor will take any action and execute any documents necessary to accomplish the provisions of this Section. The Contractor also warrants that Contractor has good title to all materials, equipment, documents, and supplies which it uses in the Work or for which it accepts payment in whole or in part.

SECTION 37. ENTIRE CONTRACT.

This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

SIGNATURE PAGE TO FOLLOW.

THIS AGREEMENT contract number may be modified in writing by mutual agreement of all parties.

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

(FULL LEGAL NAME OF VENDOR)

By _____

Printed Name and Title

ROANOKE COUNTY SCHOOL BOARD

By _____

Printed Name and Title

**CONTRACT
BETWEEN ROANOKE COUNTY SCHOOL BOARD AND [VENDOR NAME]
FOR RENOVATION OF CAFETERIA SERVICE LINES AT NORTHSIDE HIGH SCHOOL.**

EXHIBIT 1: SAMPLE CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS

REFERENCE: RFP # RCPS2026-002

INSURANCE REQUIREMENTS SECTION

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

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to the Owner, and such proof has been approved by the Owner. The Contractor confirms to the Owner that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.

- B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The Owner and its officers, employees, agents, assigns, and volunteers shall be added as an additional insureds, by endorsement, to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Contractor shall immediately notify in writing the Owner of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the Owner with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
 - (1) The Owner and its officers, employees, agents, assigns, and volunteers are additional insureds by endorsement as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. (If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

OR

- (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to the Owner and its

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

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

C. The following insurance coverages and limits are required in order to provide services or materials to the Roanoke County Public Schools. These limits may be adjusted depending on the type of service or materials being provided and the exposure to risk.

The Successful Offeror shall carry Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Offeror, and shall deliver a Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the Roanoke County Public Schools, their supervisory boards and members thereof, officers, agents, employees and volunteers as additional insureds, by endorsement, on the Commercial General Liability, Automobile Liability and Excess/Umbrella Liability coverage. The additional insured status shall be endorsed to the coverage with the provision that this coverage "is primary to all other coverage the Owner may possess." A Certificate of Insurance evidencing the additional insured status must be presented to the Owner along with a copy of the Endorsement prior to work or services beginning.

The coverage shall be provided by a carrier(s) rated "Excellent" by A.M. Best. In addition, the insurer shall agree to give the Owner 30 days' notice of its decision to cancel coverage.

(1) Workers' Compensation

Statutory Virginia Limits

Employers' Liability Insurance

- \$100,000 for each Accident by employee
- \$100,000 for each Disease by employee
- \$500,000 policy limit by Disease

(2) Commercial General Liability - Combined Single Limit

- \$2,000,000 each occurrence including contractual liability for specified agreement
- \$5,000,000 General Aggregate (other than Products/Completed Operations)
- \$2,000,000 General Liability-Products/Completed Operations

- \$1,000,000 Personal and Advertising injury
- \$ 100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage.

- (3) **Business Automobile Liability** – including owned, non-owned and hired car coverage
- Combined Single Limit - \$1,000,000 each accident

Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.

- D. Contractual Liability covers the following indemnity agreement: “The Successful Offeror agrees to indemnify, defend and hold harmless the Owner, their supervisory boards and members thereof, officers, agents, employees and volunteers from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys’ fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the Owner’s sole negligence.”
- E. The continued maintenance of the insurance policies and coverages required by the Agreement is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Consultant/Contractor for default.
- F. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Consultant/Contractor, and/or its subcontractors, or their insurance carriers. The Owner does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Consultant/Contractor’s interest or liabilities, but are merely minimums. The obligation of the Consultant/Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Consultant/Contractor in the event that the Owner or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance.
- G. The classification code numbers appearing on the Commercial General Liability coverage parts shall not exclude the symbols "X-C-U".
- H. The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or

for Business Automobile Liability, either individually or in combination with the Excess/Umbrella Liability, must total \$1,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the Owner. This policy shall be endorsed to be primary with respect to the additional insured.

- I. The certificate holders on the Accord form Certificates of Insurance shall be:

Roanoke County Public Schools
Roanoke County School Board
5937 Cove Road,
Roanoke, VA 24019
Attn: Finance Dept.

J. **Claims Made Policies**

If the liability insurance has been issued on a "claims made" basis, the Successful Offeror must either:

- (1) Agree to provide certificates of insurance evidencing the above coverage for a period of three (3) years after final payment under the Agreement for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Offeror's work; or
- (2) Purchase the extended reporting period endorsement for the policies and provide certificates of insurance and a copy of the endorsement.

BOND REQUIREMENTS SECTION

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

- A. Except in cases of emergency, all bids *for construction contracts* shall be accompanied by a bid bond from a surety company selected by the bidder, which is legally authorized to do business in Virginia.
- (1) A bid, payment or performance bond for contracts for goods or services other than construction may be required if provided in the Invitation for Bid.
 - (2) The amount of the bid bond shall not exceed five percent (5%) of the total amount of the bid.
 - (3) In lieu of a bid bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond.

- (4) Upon award of any public construction contract exceeding \$100,000 awarded to any prime contractor, such contractor shall furnish:
 - i. Performance bond in the sum of the contract amount.
 - ii. Payment bond in the sum of the contract amount.
- (5) Performance and/or payment bonds may be required for construction contracts below \$100,000 at the discretion of the Owner.
- (6) In cases of emergency performance bonds/payment bonds are required within ten (10) calendar days of notice to proceed/project commencement.

END

**CONTRACT
BETWEEN ROANOKE COUNTY SCHOOL BOARD AND VENDOR NAME
FOR**

EXHIBIT 2: SCOPE OF WORK/FEE SCHEDULE

REFERENCE: RFP# RCPS2026-002

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

DESCRIPTION OF WORK

This project is turnkey project. All mechanical, electrical and plumbing disconnection, wall modifications, removal of equipment not being reused and connection of new equipment shall be part of the contract. Extent of the work is indicated on drawings and by provisions of this section, including schedules and equipment lists associated with either drawings or this section. The Contractor shall be responsible for all required permits including the plumbing, electrical and mechanical permits. At the commencement of work all Existing Equipment to be replaced shall be disconnected, removed to a location designated by the Owner's Representative and assembled for the Owner's review. The Owner reserves the right of first refusal of the removed kitchen equipment. If refused, the Contractor shall remove the refused equipment from the site and dispose of same in a legal manner. The new items of equipment shall be delivered, set in place and made ready for connections under this contract. Plumbing, Electrical and Mechanical modifications and connections shall be completed under this contract by qualified trades with all necessary permits.

QUALITY ASSURANCE

Manufacturer's Qualifications: Firms regularly engaged in manufacture of foodservice equipment of types, capacities, and sizes required, whose products have been in satisfactory use in similar service for not less than 10 years.

Section 11 40 00 Contractor Qualifications: Firms shall hold a Class "A" Virginia Contractor's License and be regularly engaged in the distribution of foodservice equipment and brands hereinafter specified.

Fabricator's Qualifications: Where indicated units require custom fabrication, provide units fabricated by a shop which is skilled and has a minimum of 5 years of experience in similar work. Fabricate all custom equipment items in same shop. Where units cannot be fully shop-fabricated, complete fabrication work at project site. Custom fabrication shall carry both NSF and UL Custom Certification.

Codes and Standards

NSF Standards: Comply with applicable National Sanitation Foundation standards and recommended criteria. Provide each principal item of foodservice equipment with a NSF “Seal of Approval”.

UL Labels: Where available, provide UL labels on the completed principal item of foodservice equipment. In addition provide UL “recognized marking” on other items with electrical components, signifying listing by UL, where available.

ANSI Standards: Comply with applicable ANSI standards for electric powered appliances and for plumbing fittings including vacuum breakers and air gaps to prevent siphonage in water piping.

NFPA Codes: Install foodservice equipment in accordance with the following National Fire Protection Codes:

NFPA 70 – National Electric Code

NFPA 96 – “Removal of Smoke & Grease-Laden Vapors from Commercial Cooking Equipment”

ASME Boiler Code: Construct steam generating and closed steam heated equipment to comply with American Society of Mechanical Engineers (ASME) Boiler & Pressure Vessel Code; Section IV for units not exceeding 15 psig or 250°F, or Section I for higher pressure/temperature units.

Health Code: Install foodservice equipment in accordance with local health department applicable requirements.

DELIVERY, STORAGE, AND HANDLING

Deliver foodservice equipment in factory-fabricated containers designed to protect equipment and finish until final installation. Make arrangements to receive equipment at project site, or to hold in warehouse until delivery can be made to job site.

Foodservice equipment shall be stored in original containers, and in a location that provides adequate protection to equipment while not interfering with other construction operations. Handle foodservice equipment carefully to avoid damage to components, enclosures, and finish. Do not install damaged foodservice equipment; replace and return damaged components to equipment manufacturer.

PROJECT CONDITIONS

Take field measurements to assure accurate fit of fabricated and buyout equipment.

Check utility characteristics; provide pressure regulating valves where required for proper operation of equipment.

SPECIAL REFRIGERATION WARRANTY

Warranty on Refrigeration Compressors: Provide written warranty, signed by manufacturer, agreeing to replace/repair, within warranty period, compressors with inadequate and defective materials and workmanship, including leakage, breakage, improper assembly, or failure to perform as required; provided manufacturer's instructions for handling, installing, protecting, and maintaining units have been adhered to during warranty period.

Replacement is limited to component replacement only, and does not include labor for removal and reinstallation.

Warranty Period: 5 years from date of Substantial Completion.

PRODUCTS

GENERAL REQUIREMENTS

It is the intent of these specifications to designate an all-inclusive job, complete and ready for use, except all plumbing, ventilating, and electrical connections made under Division 22, 23 and 26. All equipment shall be set in place completely assembled, jointed together in a workmanlike manner and left ready for the required connections.

All equipment shall be permanently and legibly marked, or have a permanent nameplate, with the manufacturer's name. The manufacturer's type, or model number, and the serial number shall also be permanently marked on the machine.

All equipment covered by these specifications shall utilize the best and most modern practices of the Foodservice and Cooking Equipment Industry.

All specially built equipment shall be made by one manufacturer and shall be uniform throughout as to method and type of construction used.

No machinery or equipment covered by these specifications shall be acceptable from any manufacturers who shall not have had equipment of approximately the same type and design as that specified operating successfully for at least one year. Machines installed for test purposes shall not come within the category of successful commercial operation.

Appliances shall be new, of manufacturer's current production and furnished complete with motors, driving mechanism, starters and controllers including master switches, timers, cutouts, reversing mechanism, and other electrical equipment, if and as applicable with wiring on the appliance installed in rigid metal conduit (except that flexible conduit may be used as necessary to permit adjustment of motors with drive belts or chain) and permanently connected. Wiring and connection diagrams shall be furnished with electrically operated machines.

Appliances shall be of rigid construction, free from objectionable vibration, and quiet in operation.

Substitutions may be considered, subject to Owner's approval, only in accordance with the requirements of Division 1 of these specifications, for equipment items included in the Equipment Schedule. The brands and models indicated in the written specifications are deemed to be the design standard. Coordination and any corresponding costs incurred by other Divisions due to any substitutions is the responsibility of the Section 11 40 00 contractor.

ELECTRICAL REQUIREMENTS

Supply motors and heating elements for operation and electrical characteristics indicated on contract drawings or as stipulated under Foodservice Equipment Schedule.

A cord of suitable length and size shall be provided for all portable items and those usually so connected. Verify characteristics of receptacles being provided under other Sections of these specifications and provide matching plug all completely wired for plug-in operation. Receptacles provided as a part of integral unit of items shall be congruent or match those above.

Motors shall be of the drip-proof, splash-proof, or totally enclosed type, having a 2-hour duty cycle and ball bearings (except small timing motors which may have sleeve bearings). All motors shall have windings impregnated to resist moisture. Motors located where subject to deposits of dust, lint, or other similar matter from the machine on which installed shall be of the totally enclosed type. Motors shall have ample power to operate the machines for which designated under full load operating conditions without exceeding their nameplate ratings. Horsepower requirements on driven equipment shall be determined by the manufacturer based on normal operation at maximum capacities. The nominal rated motor horsepower shall be not less than the horsepower required for normal operation of the equipment at maximum capacity.

MATERIALS

General: Unless otherwise indicated on drawings, the following requirements shall apply.

Stainless Steel: AISI Type 304. Provide non-magnetic sheets, free of buckles, waves, and surface imperfections. Provide No. 4 polished finish for any surfaces which will be exposed.

Galvanized Steel Sheet: ASTM A 526, except ASTM A 527 for extensive forming; ASTM A 525, G90 zinc coating, chemical treatment.

Stainless Steel Tube: ASTM A 554, Type 304 with No. 4 polished finish.

White Metal: Corrosion-resistant metal containing not less than 21% nickel. Make casting free from pit marks, runs, checks, burrs, and other imperfections; rough grind, polish and

buff to bright luster. In lieu of white metal castings, 18-8 stainless steel die-cast or stamped may be used.

Plastic Materials and Components: Except for plastic laminate, provide plastic materials and components which comply with NSF 51.

Sound Deadening: Heavy-bodied resinous coating, filled with granulated cork or other resilient material, compounded for permanent, non-flaking adhesion to metal in 1/8" thick coating. Apply coating of sound deadening material to underside of tops, drainboards, dishtables, and sinks.

Sealants: Provide low VOC sealant that when fully cured and washed meets requirements of Food and Drug Administration Regulation 21 CFR 177.2600 for use in areas where it comes in contact with food. Provide closed cell polyethylene backer rod as required.

Gaskets: Solid or hollow (not cellular) neoprene or PVC; light gray, minimum 40 Shore A hardness, self-adhesive or prepared for either adhesive application or mechanical anchorage.

Fasteners: Shall be stainless steel of a style appropriate for the task. Fasteners shall be Phillips truss head machine screws, Phillips truss head sheet metal screws or Phillips flathead machine screws. Shields and toggles shall be used where necessary to fasten to CMU and concrete. Drive pins are not acceptable foodservice attachment devices.

STAINLESS STEEL FABRICATIONS

General: Unless otherwise indicated on drawings, the following requirements shall apply.

Tops: Fabricate of 14-gauge stainless steel, with exposed edges rolled on 1-1/2" diameter radius front and back edges. Ends shall be turned down 90 degrees. Unless otherwise indicated in the Itemized Specifications where tops are adjacent to walls or adjoining equipment, turn up 6" and back 2" on 45° angle. Cove horizontal and vertical corners with not less than 3/4" radius.

Dishtables and Drainboards: Fabricate of 14-gauge stainless steel with exposed edges formed into 1-1/2" x 180° rolled rim approximately 3" high. Provide built-in pitch of 1/8" per foot minimum. Provide 10" high backsplashes with 2" return on 45° angle or 1-1/2" diameter rolled rim, as indicated. Construct front rim and backsplash on drainboards with continuous level plane with sink it adjoins. Support drainboards up to 36" in length by 1" diameter stainless steel tube welded to underside of drainboard and leg gusset. Support drainboards 36" and longer with legs. Cove horizontal and vertical corners with not less than 3/4" radius.

Prewash Sinks in Soiled Dishtables: Fabricate of 14-gauge stainless steel measuring 20" square and 6" deep unless otherwise indicated in Itemized Specifications. Sinks shall have radius cove corners, a perforated lift-out scrapping basket constructed of 16-gauge stainless steel with 1" 16-gauge stainless steel tubing rack slides/handles and 1" stainless steel legs to facilitate draining. If a disposer is specified a disposer collar weldment, control

panel bracket and vacuum breaker hole punch shall be substituted for the scrap basket. The rack slides shall be welded to removable stainless steel angle brackets at each end.

Framing: Mount tops on 4" wide x 3/4" high 14-gauge stainless steel "U" channels. Mount dishtables and drainboards on 4" wide x 14-gauge stainless steel "U" channels. Run framework the entire length of unit at the centerline and cross brace at each leg assemble and no more than 48" on center between legs. For dishtables and drainboards, run framing from front to back at each leg location, and run additional channel lengthwise, located at center of table width and secured with a double row of 10-24 stainless steel blind weld studs 12" centers. Provide each stud with suitable stainless steel locking acorn nut. Tables wider than 30: shall have two rows of "U" channel running the entire length of the table. Weld cross channels to main channels and tack weld all ends to the top.

Legs and Cross Rails: Construct legs of 1-5/8" O.D. x 16-gauge stainless steel tubing, with fully enclosed stainless steel bullet shaped adjustable foot with minimum adjustment of 1" up or down without any threads showing. Fasten legs to 4" high stainless steel conical gusset with top completely sealed by means of stainless steel plate. Weld gusset continuously to bottom of unit framing.

Inserts: Where cold pans and other inserts are installed in cabinet bases, provide apron full depth of insert and of same material as bodies with reinforced openings as required. Form in openings on all sides.

Drawers: Unless otherwise indicated in Itemized Specifications drawers shall be Component Hardware model S90-0020-N or equal.

Shelves: Construct of 14-gauge stainless steel.

Bottom Shelves: Extend forward and turn down at front so as to be flush with front facing of cabinet.

Fixed Intermediate Shelves: Weld to front stiles and to 14-gauge stainless steel brackets so that shelf is 1" away from back and ends of cabinet.

Adjustable Shelves: Channel on all 4 sides, weld corners, and mount on removable stainless steel standards.

Open Base Shelving: Construct of 16-gauge stainless steel with edges rolled down on open sides, and 2" turn up with 3/4" radius on rear and ends where adjacent to walls and other equipment. Neatly notch corners and weld to legs. Reinforce shelving longitudinally with 14-gauge stainless steel "U" channel welded to underside. Construct removable shelves as above, but fit over cross rails. Do not exceed shelving sections of 30" long; where one section abuts another, turn down edges 1".

Wall Shelves: Construct of 14-gauge stainless steel with 1-1/2" roll on front and exposed ends, and with 2" turn up on back and ends where adjacent to walls or other fixtures. Weld all corners. Construct wall brackets of 14-gauge stainless steel with 1-1/2" flange at wall and completely welded to underside of shelf. Fasten each bracket to wall with minimum of two fasteners. Fasten shelf to wall bracket by means of studs welded to shelf and suitable stainless steel locking acorn nut. Unless otherwise specified in the Itemized Specifications wall shelves shall be mounted 64" AFF to the work surface

Overshelves: Set shelves mounted over equipment not adjacent to walls on 1" x 14-gauge stainless steel tubular standards fitted with stainless steel base flanges. Completely weld top of tubular standard to 14-gauge stainless support channels, run channels full width of overshelf. Run 1/2" steel tension rods through counter tops and reinforcing angle framing, secure with nuts and lockwashers to assure stable sway-free structure. Unless otherwise specified in the Itemized Specifications overshelves shall be mounted 64" AFF to the work surface

Where shelves are mounted over drainboards or dishtables, mount on upturned rolled edges omitting flanges, and scribe lower end of tube to match contour of roll.

Wall Mounted Pot Racks: Construct of 3/16" x 2" stainless steel bar stock with double-bar construction. Supply 16-gauge stainless steel end/wall brackets. Provide stainless steel double-pronged pot hooks – one every 12".

Table Mounted Pot Racks: Construct of 3/16" x 2" stainless steel bar stock with triple-bar construction. 1-5/8" tubular stainless steel supports. Provide stainless steel double-pronged pot hooks – one every 12". Mount 90" AFF to top of rack.

Sinks: Fabricate from 14-gauge stainless steel with interior corners rounded to 3/4" radius, both horizontally and vertically, forming cove in bottom. Construct with butt edge joints, welded and ground smooth so no evidence of welding shall appear. Divide multiple compartment sinks with double wall 14-gauge stainless steel partitions rounded to 1/2" radius on top and having corners rounded same as other corners in sinks, continuously welded in place with welds ground smooth and polished. Provide back, bottom, and front of one continuous piece with no overlapping joints or open spaces between compartments. Pitch bottom of each compartment, and crease to die-stamped recess to receive lever type drain, without use of solder, rivets, or welding.

Finish front and exposed ends of sink with 1-1/2", 180° rolled edge. Finish back and ends adjacent to walls or other fixtures with backsplash. Punch back backsplash to receive wall-mounted faucets.

For sinks in worktops, construct as above but omit roll edges and backsplash. Fabricate bowls to be flush with work surface.

EXECUTION

INSPECTION

Rough-In Work: Examine roughed-in plumbing, mechanical and electrical services, and installation of floors, walls, columns and ceilings, and other conditions under which foodservice work is installed; verify dimensions of services and substrates before fabricating work. Notify Contractor of unsatisfactory locations and dimensions of other work, and of unsatisfactory conditions for proper installation of foodservice equipment. Do not proceed with fabrication and installation until unsatisfactory dimensions and conditions have been corrected.

INSTALLATION

General: Set each item of non-mobile and non-portable equipment securely in place, level and adjust to correct height. Anchor to supporting substrate where indicated and where required for sustained operation and use without shifting or dislocation. Conceal anchorages where possible. Adjust counter tops and other work surfaces to level tolerance of 1/16" maximum offset, and maximum variation from level or indicated slope of 1/16" per ft. Height of tops and work surfaces shall not exceed 2'-10" AFF.

Field Joints: Complete field-assembly joints in work (joints which cannot be completed in shop) by welding, bolting-and-gasketing, or similar methods. Grind welds smooth and restore finish. Set or trim gaskets flush, except for "T" gaskets as indicated.

Closure Plates and Strips: Install, with joints coordinated with units of equipment.

Cut-Outs: Provide cut-outs in foodservice equipment to run plumbing, electric, or steam lines through equipment items for final connections.

Sealants and Gaskets: Install all around each unit to make joints air-tight, watertight, vermin-proof, and sanitary for cleaning purposes. In general, make sealed joints not less than 1/8" wide, and stuff backer rod to shape sealant bead properly, at 1/4" depth. Shape exposed surfaces of sealant slightly concave, with edges flush with faces of materials at joint. At internal-corner joints, apply sealant or gaskets to form a sanitary cove, of not less than 3/8" radius. Provide sealant-filled or gasketed joints up to 1/4" joint width; stainless steel closure strips for wider joints, with sealant application each side of strips. Anchor gaskets mechanically or with adhesives to prevent displacement.

Piping: Install necessary piping from relief valves on kettles and steamers to exhaust in manner to avoid steam coming in contact with operating personnel, and in accordance with applicable codes. Install required piping from indirect drain connections to floor drains.

Custom Sink Faucets: For single compartment sinks mount faucet over center line; for double compartment sinks center faucet over partition; for triple compartment sinks mount two faucets, one over each partition.

FIELD QUALITY CONTROLS

Testing: Do not start-up foodservice equipment until service lines have been tested, balanced, and adjusted for pressure, voltage, and similar considerations; and until water and steam lines have been cleaned and treated for sanitation. Before testing, lubricate each equipment item in accordance with manufacturer's recommendations.

Test each item of operational equipment to demonstrate that it is operating properly, and that controls and safety devices are functioning. Repair or replace equipment which is found to be defective in its operation, including units which are below capacity or operating with excessive noise or vibration.

CLEANING

After completion of installation, and completion of other major work in foodservice areas, remove protective coverings, if any, and clean foodservice equipment, internally and externally. Restore exposed and semi-exposed finishes to remove abrasions and other damages; polish exposed-metal surfaces and touch-up painted surfaces. Replace work which cannot be successfully restored.

Final Cleaning: After testing and start-up, and before time of Substantial Completion, thoroughly clean foodservice equipment, and leave in condition ready for sanitizing by foodservice personnel.

Any cleaning agents that are acid based, contain bleach, or other caustic agents or chemicals not specifically approved for use on stainless steel SHALL BE STRICTLY FORBIDDEN IN ALL FOODSERVICE SPACES. Failure to observe this will result in permanent damage to stainless steel equipment and stainless steel components and will VOID manufacturers' warranties. Section 114000 shall inform the General Contractor of its responsibility to enforce this requirement.

CLOSEOUT PROCEDURES

Provide services of Installer's technical representative, and manufacturer's technical representative, to instruct Owner's personnel in operation and maintenance of foodservice equipment.

Schedule training with Owner, provide 7-day notice to Contractor and Architect of training date.

ITEMIZED EQUIPMENT SPECIFICATIONS

ITEM NO. 1 – 1-SECTION PASS-THRU HEATED CABINETS

1-Section Pass Thru Heated Cabinet shall be Traulsen Model No. RHF132WP-FHS-L003, hinged as indicated on Drawing QF101

Provide the following options:

Manufacturer's Standard Features and

6" high stainless steel legs
Six (6) sets of Universal tray slides per section
Install universal tray slides in upper half of each compartment and full complement of three (3) shelves in lower half of each compartment

ITEM NO. 2 – 1-SECTION PASS-THRU REFRIGERATOR

1-Section Pass Thru Refrigerator shall be Traulsen Model No. RHT132WPUT-FHS-L003, hinged as indicated on Drawing QF101

Provide the following options:

Manufacturer's Standard Features and

6" high stainless steel legs

Six (6) sets of Universal tray slides per section

Install universal tray slides in upper half of each compartment and full complement of three (3) shelves in lower half of each compartment

ITEM NO. 3 – REFRIGERATED AIR SCREEN MERCHANDISER

Refrigerated Air Screen Merchandiser shall be Structural Concepts Model No. BN37R-L003

Provide the following options:

Manufacturer's Standard Features and

Full glass end panels

Adjustable locking standard casters

One (1) removable solid security cover

Equal models by Federal Industries shall be considered

ITEM NO. 4A – SERVING COUNTER

Serving Counter shall be Eagle Model No. CUSTOM-L003, sized and arranged as indicated on Drawings QF101 and as detailed on QF102

ITEM NO. 4B – SERVING COUNTER

Serving Counter shall be Eagle Model No. CUSTOM-L003, sized and arranged as indicated on Drawings QF101 and as detailed on QF103

ITEM NO. 4C – SERVING COUNTER

Serving Counter shall be Eagle Model No. CUSTOM-L003, sized and arranged as indicated on Drawings QF101 and as detailed on QF104

ITEM NO. 4D – SERVING COUNTER

Serving Counter shall be Eagle Model No. CUSTOM-L003, sized and arranged as indicated on Drawings QF101 and as detailed on QF105

ITEM NO. 5 – DROP-IN 3-WELL HOT/COLD FOOD – INCLUDED IN ITEM NO. 4A, 4B, 4C, AND 4D

ITEM NO. 6 – COUNTER PROTECTOR WITH LIGHTS – INCLUDED IN ITEM NO. 4A, 4B, 4C, AND 4D

ITEM NO. 7 – 2-TIER HOT/COLD DISPLAY SHELF – INCLUDED IN ITEM NO. 4A, 4B, 4C, AND 4D

ITEM NO. 8 – EXISTING POS/CASH REGISTER

ITEM NO. 9 – COUNTERTOP REFRIGERATOR – VENDOR FURNISHED

Additional Information: Please see attachment for site drawings and equipment specifications.

The final scope of services will be negotiated with the Selected Offeror.

RFP No. RCPS2026-002

ATTACHMENT B: DIRECT CONTACT WITH STUDENTS FORM

Name of Offeror: _____

Pursuant to Va. Code § [22.1-296.1](#), as a condition of awarding a contract for the provision of services that require the contractor, his employees or subcontractors to have **direct contact with students** on school property during regular school hours or during school-sponsored activities, the school board shall require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

As part of this submission, I certify that the employees of, or subcontractors to, the above mentioned contractor that will be providing services that require direct contact with students to the School Board under the resulting contract will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractors for the duration of the contract.

Signature of Authorized Representative

Printed Name of Authorized Representative

*Printed Name of Vendor
(If different than Representative)*

Date

ATTACHMENT C: CONSENT TO CONDUCT TRANSACTION BY ELECTRONIC
MEANS

The Offeror/Bidder agrees to conduct this transaction by electronic means, and agrees that any documents necessary to accomplish this transaction, including but not limited to a contract or amendments thereto, may be executed and delivered by electronic signatures and that the signatures appearing on these documents are the same as handwritten signatures for the purpose of validity, enforceability, and admissibility.

Signature of Offeror/Bidder

RFP No. RCPS2026-002

ATTACHMENT D: PROPOSAL RESPONSE AND CHECKLIST

Fully complete the following pages and submit along with the RFP Signature Page (p. 2) and all applicable attachments.

I. General Information

Offeror's (Legal Business) Name: _____

Doing Business As (If Different Name): _____

Person to Contact Regarding this RFP (Name): _____

Telephone Number: _____

Email Address: _____

Check type of organization:

Corporation

Partnership

Sole Proprietor (Individual)

Other (describe) _____

i. If Sole Proprietor (individually owned), number of years in business: _____

Have you ever operated under another name? Yes No

ii. If yes: Other name: _____

1. Number of years in business under this name: _____

2. State license number under this name: _____

II. Organization of Firm

The Offeror should submit as **Attachment 1** to their proposal, at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position.

III. Financial Condition of Offeror

The sufficiency of the financial resources and the ability of the Offeror to comply with the duties and responsibilities described in this RFP.

The Offeror shall submit as **Attachment 2**, a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions. Financial statements may be marked as "confidential" in accordance with the requirements set out in Section 3(G) of this RFP.

IV. Experience

The Offeror shall submit as **Attachment 3**, a narrative of their firm's experience in providing the services and/or items in this RFP, including type of business, business location, and number of years in business.

V. References

Each Offeror should provide as **Attachment 4**, the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP, especially from other local government operations similar to those being requested in this RFP by the Owner. Each reference should include organizational name, official address, contact person, title of contact, email address, and phone number.

VI. Fee Schedule

Offeror should provide as **Attachment 5**, the proposed project cost with an itemized fee schedule.

VII. Conditions of Offeror's Proposal

Offeror shall submit as **Attachment 7**, any conditions to the Offeror's proposal or exceptions to the sample contract (Attachment A to the RFP).

VIII. Conflict of Interest

Offeror, owner, officer, employees, agents and immediate family members are not now, and have not been in the past year, an employee of the Owner or has no responsibility or authority with the Owner that might affect the procurement transaction or any claim resulting therefrom. (Initial above.)

OR

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

Name

Address

_____	_____
_____	_____
_____	_____

IX. Convictions and Debarment

If you answer yes to any of the following, state on **Attachment 8** the person or entity against whom the conviction or debarment was entered, give the location and date of the conviction or debarment, describe the project involved, and explain the circumstances relating to the conviction or debarment, including the names, addresses and phone numbers of persons who might be contacted for additional information.

- a. In the last ten years, has your organization or any officer, director, partner, owner, project manager, procurement manager or chief financial officer of your organization ever been found guilty on charges relating to conflicts of interest?
- a. Yes ___ No ___

- b. Is your organization or any officer, director, partner or owner currently debarred or enjoined from doing federal, state or local government work for any reason?
 - a. Yes ___ No ___
- c. Has your organization or any officer, director, partner or owner ever been debarred or enjoined from doing federal, state or local government work for any reason?
 - a. Yes ___ No ___

X. Compliance

If you answer yes to the following, provide the date of the termination order, or payment, describe the project involved, and explain the circumstances relating to same, including the names, addresses and phone numbers of persons who might be contacted for additional information on **Attachment 8**.

- a. Has your organization ever been terminated on a contract for cause?
 - a. Yes ___ No ___

XI. Confidential & Proprietary Information

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

Page No.	Section Title	Reason for Determination as Proprietary or Confidential

Offeror shall provide one redacted copy of its proposal fit for public dissemination in the event the Owner must respond to a Freedom of Information Act request. The redacted copy of Offeror’s proposal shall be provided on USB Drive or other electronically transferable media and shall be redacted to protect any confidential and/or proprietary information and shall be labeled as such. *Offeror shall not mark its entire proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Offeror’s proposal.*

Required Attachments:

The following items should be included with your RFP response. Place a check mark on the line next to each applicable item submitted with your proposal. Write N/A (not applicable) on the line next to those items that do not apply to your response.

Offerors must submit one (1) unbound original and three (3) full copies of their proposal response.

____ Signature Page (page 2) of RFP

____ Removable/Digital Media Containing (1) Full and (1) Redacted Versions of Proposal (both may be included on a single media device)

____ Attachment B: Direct Contact with Students Form

_____ Attachment C: Consent to Conduct Transaction by Electronic Means

_____ Attachment D: Proposal Response and Checklist to RFP 2026-002

Offeror's proposal response should include the following items:

1. Organization of Firm _____
2. Financial Reports _____
3. Experience _____
4. References _____
5. Conditions of the Proposal (If Applicable) _____
6. Debarment Explanation (If Applicable) _____
7. Compliance Explanation (If Applicable) _____