

**STATE OF WEST VIRGINIA
REQUEST FOR PROPOSALS
BLUE RIDGE CTC RFP#19-02**

TITLE: Custom Food Truck

USING AGENCY: Blue Ridge Community & Technical College

ISSUE DATE: November 6, 2018

ISSUING AGENCY: Blue Ridge Community & Technical College
13650 Apple Harvest Drive
Martinsburg, WV 25403

ISSUING AGENT: R. Craig Miller
Chief Financial and Administrative Officer

Sealed Proposals subject to the conditions made a part hereof will be received until November 19, 2018 by 12:00 p.m. for furnishing services described herein.

The sealed bids will be opened

****SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS SHOWN ABOVE****

IMPORTANT NOTE: Indicate firm name and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposal specified above.

Direct all inquiries concerning this RFP to:

Sherry-Ann Washington
Accounting Manager
Blue Ridge Community and Technical College
13650 Apple Harvest Drive
Martinsburg, WV 25403
304-260-4830 ext. 2215
swashing@blueridgectc.edu

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I. Project Overview

A. Request for Proposals

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified individuals or firms to build and supply one new fully equipped, operational, code specific, mobile food truck. The proposal requested should include the cost for all components of this project including: 1) new food truck build, 2) equipment install, 3) Berkeley County Health Department certification, and 4) truck branding wrap.

Upon project completion, Blue Ridge CTC will maintain responsibility for the operation of the food truck. Blue Ridge CTC will be responsible for all maintenance of the truck not covered under the build or manufacturers warranties. Proposals should include all costs associated with training of Blue Ridge CTC staff on maintenance and safe operation of the truck.

B. General Disclaimer

This RFP does not commit Blue Ridge CTC to award a contract. This RFP and the process it describes are proprietary and are for the sole and exclusive benefit of Blue Ridge CTC. No other party, including any applicant, is intended to be granted any rights hereunder. Any response, including written documents and verbal communication, by any applicant to this RFP, shall become the property of Blue Ridge CTC and may be subject to public disclosure by Blue Ridge CTC.

C. Eligibility Requirements

Vendor Registration – WV Code § 5A-3-12. The West Virginia Code requires that all vendors be registered with the WV Department of Administration, Purchasing Division, prior to receiving a purchase order for competitive products and/or services exceeding \$50,000. Vendors please use this link - <http://www.wvoasis.gov/> to access the vendor Self-Service portal.

Debarment – WV Code §5A-3-33 through §5A-3-33F. Vendors that have been debarred by the federal government are not eligible to offer on or receive contracts to supply goods or services to the state and its subdivision for a specified period of time.

West Virginia Secretary of State. The vendor must be in compliance with the Secretary of State and should provide a copy of their business license with the proposal. For more information, contact the WV Secretary of State.

Taxpayer Identification Information. The Internal Revenue Service (IRS) requires the Commission to request a taxpayer identification number (TIN) for tax reporting purposes. IRS Form W9 is used to obtain this information.

Purchasing Affidavit – WV State Code §5A-3-10a. WV State Code requires all vendors to submit an affidavit regarding any debt owed to the State. The Affidavit should be completed, signed and returned with the bidder's proposal.

D. Terms of Agreement

The initial term of this agreement shall commence on December 1, 2018, and expire on April 15, 2019. Delivery of the food truck should be scheduled to occur prior to April 1, 2019.

E. Blue Ridge CTC Project Rights

Blue Ridge CTC reserves the right to maintain the rights of all design material, content, photography, and any other items that are produced through these services. All information will become and maintain Blue Ridge CTC's property.

F. Technical Specifications

Blue Ridge CTC intends to purchase one (1) new, fully equipped, and operational, code specific, mobile food truck. The services requested should also include communication with the Berkeley County, West Virginia, Health Department and the West Virginia State Fire Marshal to ensure proper compliance. Services provided will include a minimum of seven (7) hours of design time and a total of three (3) layout iterations. Additional services will include a minimum of a 10-year build warranty and commercial vehicle warranty as provided by the manufacturer.

II. Scope of Work - Commercial Kitchen Construction

A. Phase I: Truck Framing

1. De-construct Unnecessary Existing Components
2. Construct Wood Frame Walls
3. Insulate Box with Insulation Board
4. Finish with Stainless Steel
5. Install Aluminum Tread Plate Flooring
6. Install Two (2) 60" x 36" Concession Service Windows
7. Install 36" x 75" DOT Rated Rear Split Door
8. Create Openings for RV Vents

B. Phase II: Generator & Electrical System

1. Battery for Generator
2. Separate Fuel Supply for Generator (if necessary)
3. Install Commercial Breaker Box
4. Transfer Switch
5. Shore Power System – Eco Idle Reduction
6. Run Conduit Piping for Six (6) 2-Outlet Power Boxes (GFI where appropriate)
7. Two (2) External LED Lights
8. Two (2) High Efficiency Enclosed Lights for Kitchen Area
9. Two (2) External Speakers with Stereo Aux System
10. One (1) Back-up Reverse Camera

C. Phase III: Fresh Water System, Plumbing and Grey Water System

1. 40 Gallon Fresh Water Tank Installed
2. 50 Gallon Grey Water Tank with Pull Valve Under Mounted

3. NSF Three (3) Compartment Sink
4. NSF Hand Sink
5. Plumbing with Trap, Proper Venting
6. Water Pump
7. Hot Water Heater
8. External Fill Compartment for Fresh Water Tank

D. Phase IV: LP Gas System, Gas Piping, Kitchen Hood and Exhaust Fan

1. One (1) 60 lb. ASME Liquid Propane (LP) Tank – Under-Mounted to the Steel Frame of the Truck
2. Metal Piping from Under the Truck to the Kitchen
3. Properly Sized Gas Hoses to Feed into Equipment in Order to Prevent Freezing
4. Regulators and Fittings
5. Vent Hood with High CFM Up-Blast Fan

E. Phase V: Tables, Fixtures, Fittings and Equipment Installation

1. Construction of Two (2) Stainless Steel Tables 60" x 30"
2. Construction of One (1) Stainless Steel Table 48" x 30"
3. Stainless Steel Tables for Equipment Mounting
4. Custom Shelving Interior
5. Exterior Shelving
6. Securing Equipment via C-Channel to Tables and Truck
7. Installation of All Equipment
8. Install Jump Seat

F. Commercial Generator – Power Tech

1. Generator (8kW)

G. Commercial Kitchen Equipment

1. True Reach-In Refrigerator
2. True Reach-In Freezer
3. True 48" Sandwich/Salad Prep Refrigerators
4. Two (2) Dean 50 lb. Fryer
5. AP Wyott HHP-212 Burner
6. Glove 24" Griddle
7. Eagle Group Hot Food Table
8. Metro Heated Cabinet
9. Star Hot Dog Bun Roller

- 10. Vollrath Hot Dog Grill
- 11. Waring Microwave

H. New Ford F9

I. Fire Suppression System (West Virginia State Fire Marshal Approved)

J. Truck Signage Wrap

III. Proposal Preparation and Submission

Prospective vendors are instructed to deliver four (4) complete copies of the bid and proposal, enclosed in one sealed box or other package, in a manner that assures receipt by November 19, 2018. Package must be sealed and prominently reflect "RFP #19-02-Custom Food Truck." All proposals must be received at 13650 Apple Harvest Drive, Martinsburg, WV 25403 by 12:00pm EST deadline. There will be a formal opening at 12:30pm on November 19, 2018. Any proposal received after the bid closing date and time will not be accepted and returned unopened to the bidder.

Proposals may be withdrawn or amended at any time prior to the closing date and time.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

Each copy of the proposal should be bound or contained in a single volume where practical.

Ownership of all data, materials and documentation originated and prepared for Blue Ridge CTC pursuant to the RFP shall belong exclusively to Blue Ridge CTC and be subject to public inspection in accordance with the West Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the vendor shall not be subject to public disclosure under the West Virginia Freedom of Information Act. Any trade secrets or proprietary data must be clearly marked as such and segregated from the other proposal documents.

IV. Award

- A.** Award will be made to the vendor who is determined by Blue Ridge CTC to best meet the needs and objectives of the Blue Ridge CTC community. Vendors are encouraged to propose new innovations. Blue Ridge CTC reserves the right to reject any or all proposals if they are in its discretion judged unacceptable, to waive any technical or formal defect therein, to accept or reject any part of any proposal, and to award the Contract to other than the vendor proposing the highest commission return according to its own judgment and in its best interest.
- B.** In awarding the Contract, Blue Ridge CTC will consider a number of factors in combination when evaluating the proposals submitted. These factors will include the following, which are not listed in order of importance:
- C.** Award will be made to the vendor who is determined by Blue Ridge CTC to best meet the needs and objectives of the Blue Ridge CTC community. Vendors are encouraged to propose innovations. Blue Ridge CTC reserves the right to reject any or all proposals if they are in its discretion judged unacceptable, to waive any technical or formal defect therein, to accept or reject any part of any proposal, and to award the contract to other than the vendor proposing the highest commission return according to its own judgement.

- D.** In awarding the contract, Blue Ridge CTC will consider a number of factors in combination when evaluating the proposals submitted. These factors will include the following, which are not listed in order of importance:
1. Vendor's conformance to the RFP's specifications, requirements, terms, conditions and provision.
 2. Vendor's response to Blue Ridge CTC's objectives.
 3. Vendor's pricing.
 4. Time required to complete build.
 5. Vendor's ability to render satisfactory service in this instance.
- E.** Vendors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Blue Ridge CTC and/or be invited to meet with Blue Ridge CTC officials for clarification and questions. Blue Ridge CTC will schedule the time and location for these presentations. Oral presentations are an option of Blue Ridge CTC and may or may not be conducted.
- F.** After proposals have been reviewed, visits may be made to selected institutions under contract with the vendor to assist Blue Ridge CTC in its choice of vendor.
- G.** Additional information may be requested while proposals are under consideration.
- H.** The successful vendor will be notified of the award in writing.

V. Schedule

The schedule for this RFP is as follows:

RFP Event	Deadline Date
RFP Issued	11/06/2018
Deadline to Submit Questions	11/12/2018
Answers to Questions	11/14/2018
Submission Deadline	11/19/2018
Award Date	11/21/2018

*****PLEASE NOTE** This schedule is subject to change. In the event the schedule does change, all vendors will be notified by addendum, which will become part of the Request for Proposal.**

VI. Specific Requirements

All proposal submittals should include the following information and assurances as specified herein:

A. RFP Response Outline

1. Response Sheet: The Proposal Response Certification (Attachment A) shall be attached to the front of the proposal and shall contain a proposer's certification of the submission. It shall be signed by an official who has full authority to enter into a contract.

2. Background and History: Describe the company, its age, organization, officers and partners, number of employees and operating policies that would affect this contract. State the number of years your organization has been continuously engaged in business.
3. Financial Stability: Describe the financial status of the company. Attach a copy of the most recent annual financial statement, or other such document.
4. Costs: Please identify costs for the different services requested including, but not limited to:
 - a) New Ford F9
 - b) Fire Suppression System
 - c) Truck Signage Wrap
 - d) Commercial Kitchen Construction
 - e) Truck Framing
 - f) Generator and Electrical System
 - g) Fresh Water System, Plumbing and Grey Water System
 - h) LP Gas System, Gas Piping, Kitchen Hood and Exhaust Fan
 - i) Tables, Fixtures, Fittings and Equipment Installation
 - j) Commercial Generator
 - k) Previously Listed Commercial Kitchen Equipment
5. Experience and Support: Describe vendor's experience in food truck design services with specific examples of completed food trucks.
6. References: Proposers shall include at least three (3) references from corporate sources for which the proposer has completed a food truck build.
7. Please include organization, contact name, title, phone number, permission to contact, and website URL that would demonstrate experience in this type of service.
8. Implementation Plan: Proposers shall include an implementation plan, which shall consist of significant times, phases, dates, key individuals involved and projected milestones of this project. The timeline should demonstrate product delivery prior to April 1, 2019.
9. Technical Information: Vendors should include any technical information, not previously requested, available on services proposed that would assist Blue Ridge CTC in the evaluation of the proposal.
10. Vendor Exceptions: Describe any exceptions to the terms and conditions contained within this document. Add comments about the project of concern to the vendor.
11. Conflicts: Affirm that your firm and all individuals who will be assigned to this project are free from obligations and interests that might conflict with Blue Ridge CTC or the State of West Virginia. Disclose any information about you or your firm, which presently, or in the future, could impair you or your firm's ability to provide the level of services outlined in this RFP.

VII. Evaluation

A. Evaluation Process

Blue Ridge CTC will evaluate all acceptable proposals based on the criteria identified. Proposals will be evaluated by a Blue Ridge CTC committee and rated using a weighted point scheme, and then ranked. The proposal receiving the highest ranking will be declared the most advantageous to Blue Ridge CTC.

B. Evaluation Criteria

1. Conflicts 0 points

This requirement is either met or not. If not met, the individual or firm will not be considered.

2. Demonstrated Ability 25 points

The individual or firm must provide a detailed response regarding the experience and technical training of staff assigned to this project.

3. Previous Performance, Qualifications and Technical Support 25 points

The individual or firm must provide a detailed response regarding background, history, financial stability and references. Disclose information about experience with other services similar in scope, and capabilities to provide services of this nature, size and scope.

4. Functional and Technical Requirements 15 points

This includes the degree in which the proposal meets the function and technical requirements of the RFP.

5. Implementation Plan 15 points

The individual or firm must provide a detailed response regarding the identified phases and established timelines. Must include a timeline that aligns with the implementation date of April 1, 2019.

6. Cost 20 points

The individual or firm must provide a detailed response regarding the services requested in the RFP.

C. Questions Relating to the RFP

All questions concerning this RFP must be submitted in writing via email to Sherry Washington at swashing@blueridgectc.edu by 11/12/2018. Blue Ridge CTC will respond to questions it considers appropriate to the RFP and of interest to all applicants, but reserves the right, in its discretion, not to respond to any questions. Blue Ridge CTC reserves the right, in its discretion, to revise responses to questions after posting, by posting the modified response. No oral response to any applicant question is permitted. Contact with other Blue Ridge CTC staff, or other related staff, regarding this RFP is not permitted. Failure to comply with this restriction could result in disqualification.

D. Contract Term, Renewals, Cancellation, Termination, Requirements, Additions, Adjustments & Assignments

1. The initial contract shall commence on December 1, 2018, and expire on April 15, 2019. Delivery of the food truck should be scheduled to occur prior to April 15, 2019.
2. Blue Ridge CTC and vendor shall have the right to terminate this Agreement at any time by giving ninety (90) days written notice to the other party.
3. The failure of either the vendor or Blue Ridge CTC to insist upon strict performance of any of the terms or conditions of this Contract shall not be construed as a waiver or relinquishment for the future of any such term or condition, and shall be and shall remain in full force and effect.
4. Either party to the Contract may make a written request for a review of its provisions and terms at any time and may agree to amend or revise any or all provisions and terms. All such mutually agreed upon adjustments must be in writing, signed by the authorized representatives of both parties, and the Contract amended to include same.
5. Neither party shall assign nor transfer the Contract or any part of same nor enter into any subcontract for services under this Contract without the prior written approval of the other party.
6. The vendor is providing the services described herein as an independent vendor of Blue Ridge CTC, not as Blue Ridge CTC's agent or representative. The vendor shall not, in any manner, use the credit or the name of Blue Ridge CTC in connection with its business or affairs except as specifically authorized in the Contract or as approved prior to such use by Blue Ridge CTC. Further, the vendor shall purchase merchandise and sign contracts in its own name and sole credit and shall promptly make full payment thereon, in accordance with the terms of purchase.
7. The vendor shall comply with all laws, ordinances, and regulations of any applicable federal, state, county, or city government, bureau, or department applicable to the performance of the services described herein. Blue Ridge CTC agrees to provide all cooperation reasonably necessary for such compliance. In addition, the vendor shall also comply with all College policies and regulations as may currently and/or in the future pertain to service under the Contract. These laws, ordinances, regulations, and policies shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

VIII. General Rules Governing RFPs/Applications; Reservation of Rights; Confidentiality and Public Disclosure

A. Reservation of Rights

By submitting its response to this notice of Request for Proposals as posted on the Blue Ridge CTC website, the applicant accepts and agrees to this Reservation of Rights. The term "notice of request for proposals," as used herein, shall mean this RFP and include all information posted on the Blue Ridge CTC website in relation to this RFP.

1. Notice of Request for Proposals (RFP)

Blue Ridge CTC reserves the right, and may in its sole discretion, exercise any one or more of following rights and options with respect to this notice of contract opportunity:

- a) To reject any and all applications and to reissue this RFP at any time;
- b) To issue a new RFP with terms and conditions substantially different from those set forth in this or a previous RFP;
- c) To issue a new RFP with terms and conditions that are the same or similar as those set forth in this or a previous RFP in order to obtain additional applications or for any other reason Blue Ridge CTC determines to be in their best interest;
- d) To extend this RFP in order to allow time to obtain additional applications prior to the RFP application deadline or for any other reason Blue Ridge CTC determines to be in its best interest;
- e) To supplement, amend, substitute or otherwise modify this RFP at any time prior to issuing a notice of intent to develop a provider agreement or consultant contract to one or more applicants;
- f) To cancel this RFP at any time prior to the execution of a final provider agreement whether or not a notice of intent to develop a provider agreement has been issued, with or without issuing, in Blue Ridge CTC's sole discretion, a new RFP for the same or similar services;

B. Confidentiality and Public Disclosure

The successful applicant shall treat all information obtained from Blue Ridge CTC that is not generally available to the public as confidential and/or proprietary to Blue Ridge CTC. The successful applicant shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. The successful applicant agrees to indemnify and hold harmless Blue Ridge CTC, its officials and employees, from and against all liability, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from any use or disclosure of such confidential and/or proprietary information by the successful applicant or any person acquiring such information, directly or indirectly, from the successful applicant.

C. Incurring Costs

Blue Ridge CTC is not liable for any costs incurred by applicants for work performed in preparation of a response to this RFP.

D. Prime Contractor Responsibility

The selected contractor will be required to assume responsibility for all services described in their applications whether or not they provide the services directly. Blue Ridge CTC will consider the selected contractor as sole point of contact with regard to contractual matters.

E. Disclosure of Proposal Contents

Proposal contents become available for public inspection after an award is made. The vendor may request in writing, at the time of proposal or expression of interest is submitted, nondisclosure of trade secrets and other proprietary or confidential data, as provided in Chapter 29B of the West Virginia Code, the Chief Procurement Officer or designee shall examine the request to determine its validity prior to entering into negotiations. If the parties do not agree as to the disclosure of data in the contract, the CPO or a designee, shall inform the vendor in writing what portion of the proposal shall be disclosed and that, unless the vendor withdraws the proposal or protests in writing, the proposal will be so disclosed.

F. Selection/Rejection Procedures

The applicant whose submission is selected by Blue Ridge CTC will be notified in writing as to the selection. Information will be provided in this letter as to any issues within the application that will require further discussion or negotiation with Blue Ridge CTC. This letter should not be considered as a letter of award. A formal letter of award will be forthcoming at such time when mutual agreement has been reached by the parties on all issues pertaining to the application. Applicants whose submissions are not selected will also be notified in writing by Blue Ridge CTC.

Request for Proposal Checklist

- ☐ **Complete – Section I/F Eligibility Requirements**
- ☐ **Complete and sign Purchase Affidavit**
- ☐ **Complete and sign WV-96**
- ☐ **Complete and sign Non Conflict of Interest form**
- ☐ **Complete W-9**
- ☐ **Complete and sign Vendor Preference Certificate**
- ☐ **Appendix A – Cover Page**
- ☐ **Table of Contents**
- ☐ **Introduction**
Provide a one to two paragraph overview of your company
- ☐ **Experience, Key Personnel & References (3)**

APPENDIX A
RFP RESPONSE COVER SHEET

Blue Ridge Community and Technical College

CUSTOM FOOD TRUCK

CORPORATE NAME OF APPLICANT ORGANIZATION: _____

CORPORATE ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

MAIN CONTACT PERSON: _____

TITLE: _____ **PHONE:** _____

EMAIL: _____ **FAX:** _____

**SIGNATURE OF OFFICIAL AUTHORIZED TO BIND
APPLICANT TO A PROVIDER AGREEMENT**

TITLE

TYPED NAME OF AUTHORIZED OFFICIAL IDENTIFIED ABOVE

DATE SUBMITTED