

TOWN OF WARRENTON, VIRGINIA

REQUEST FOR PROPOSAL

SUMMER CAMP PROGRAMS – PARKS AND RECREATION

RFP# 09-021

CLOSING DATE: June 1, 2009 at 2 P.M.

I. Purpose

The Town of Warrenton (hereinafter called the "Town") is seeking proposals for providing specialty camps, which will take place during the summer of 2009, for youth ranging in age from five to sixteen years at the Warrenton Aquatic and Recreation Facility grounds and skate park, Rady and Academy Hill Parks. Camps may be full day or half day camps and should run in one week sessions.

The Town is interested in attracting offerors willing to provide high quality instruction, personnel and equipment at/or below market price to afford patrons a wide variety of programs in an economical manner.

II. Statement of Needs

A. Program Requirements

1. The program should provide extensive exposure to fundamental skill development of the specific area. There shall be a varied program of activities and drills with individualized attention to maintain interest and facilitate maximum development.
2. Important safety guidelines in terms of equipment, rules and participation should be stressed in the initial instruction and throughout the entire program.
3. Supervised access to rest room facilities and water will be made available at all times during the camp program.
4. The minimum, optimum and maximum number of participants for each camp shall be included in the offeror's proposal.
5. The space desired (WARF grounds, Rady Park, Academy Hill Park) should be included in the request. The final decision on how much and what space will be made available will be determined by the Town.
6. Offeror must provide in the proposal a curriculum of clearly defined goals and objectives for each camp proposed.
7. Camps will be required to have campers sign in and out daily. The signed sheets should be submitted weekly to the Department of Parks and Recreation. Contractors are responsible for assuring camp participants are dropped off and picked up by a parent or legal guardian.
8. Qualified offerors may submit proposals for several different types of camps. Additionally, a camp tailored to one segment of the target age group, and not others, does not disqualify an offeror's proposal from consideration.

B. Staffing

1. There must be at least one staff member for every ten campers during camp instructional time. The Program Director shall be excluded from the calculation of the staff to camper's ratio unless the Director will actually be serving as an instructor.
2. Camp staff must have significant training and experience in the specific sport or educational program. Significant experience in comparable activities working with youth groups is also highly desirable.
3. Staff members shall be at least 16 years of age.

4. Contractors must have in place an organized and comprehensive procedure for the screening, selection and assignment of their staff members. Contractors must provide with their proposal a descriptive listing of the experience and education of staff members to be assigned to the program. The Town reserves the right to require the immediate removal of staff members who, in the sole opinion of the Town, do not meet the Town's criteria for the assignment.
5. The contractor will submit a signed statement acknowledging all staff members ages 18 or older have submitted to a Criminal History Check and have not committed a crime against a child (Exhibit J). Contractor will certify in writing that they have investigated the background of all camp personnel between the ages of 16 and 18 (Exhibit J).

C. Participant Fees

Participant fees must include a percentage or flat rate per camper to be paid to the Town.

D. Registration

Promotional flyers and registration forms will be printed by the contractor. Contractor will handle all registrations for each camp and will provide the Town with a list of all registrants for each camp session.

E. Payment to the Town of Warrenton

As payment for the use of the facilities, the contractor will pay the Town an agreed upon fee per student. This can be a flat fee per camper or a percentage of the camper fee. Contractor's proposal shall outline the proposed payment to the Town.

F. Contractor Responsibilities

1. Contractor is responsible for the safety of all camp participants.
2. Contractor is responsible for cleaning up all trash left by the campers and staff and placing the trash in receptacles provided by the Town.
3. Contractor may not sell food, beverages or candy.
4. Contractor is responsible for obtaining permission from the Town for any use of the Town name in promotional materials or on t-shirts.
5. Contractor is responsible for repair or replacement of any equipment belonging to the Town which is damaged, destroyed or broken by any of the campers or staff.
6. Contractor is responsible for assuring that all campers have been picked up by their parents or individuals designated by the parents or guardians prior to departure from the camp each day.
7. Contractor must provide a list of names and addresses of references for which previous camps have been offered, which shall include a title and phone number for a contact person.
8. Contractor must provide a copy of its current business license and insurance which names the Town of Warrenton as an additional named insured as outlined in Exhibit A.

III. Proposal Preparation and Submission Instructions

A. General Instructions

RFP Response:

In order to be considered for selection, offerors must submit a complete response to this RFP.

One (1) original and two (2) copies of each proposal must be submitted to the Town.

B. Proposal Preparation

1. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Proposals which are incomplete or lack key information may be rejected by the Town.
2. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

C. Oral Presentations

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Town. 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. The Town will schedule the time and location of these presentations. Oral presentations are an option of the Town and may or may not be required.

IV. Selection Criteria

A. Evaluation Criteria

Proposals shall be evaluated by the Town using the following criteria:

1. Qualifications and experience of the offerors in providing the services.
2. References from other clients.
3. Specific plans for each camp.

V. Selection Process/Award of Contract

Proprietary information from competing offerors shall not be disclosed to the public or to competitors. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise.

Negotiations shall be conducted, beginning with the offeror ranked first. If a contract, satisfactory and advantageous to the Town, can be negotiated at a percentage considered fair and reasonable, an award shall be made to that offeror. Following this, negotiations shall be conducted with the offeror ranked second, and so on, with awards being made as long as facilities are available and the contract negotiated is satisfactory and advantageous to the Town. Should the Town determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

VI. Payment Terms

Payment will be made to the Town of Warrenton within one week of the end of the camp session.

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EXHIBIT A

SPECIAL TERMS & CONDITIONS

Offer Binding:

The proposal shall be binding upon the offeror for ninety (90) calendar days following the proposal opening date. Any proposal in which an offeror shortens the acceptance period may be rejected.

Insurance:

The successful offeror assumes and agrees to hold harmless, indemnify, protect and defend the Town of Warrenton against any and all liability for injuries and damages to the Firm itself and to the Firm's employees, agents, subcontractors and guests, third parties or otherwise, incident to, or resulting from, any and all operations performed by the Firm under the terms of this contract. The Firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the engineer, its agents, representatives, or employees. The Firm shall provide a certificate of insurance naming the Town of Warrenton as additional insured **and, if requested**, a certified copy of said policy or endorsement(s) before commencement of the contract. All insurance shall be placed with an insurer licensed to do business in the Commonwealth of Virginia. The underwriter shall be subject to the approval of the Town of Warrenton. The Firm shall maintain limits no less than:

- a. **Commercial General Liability:** \$1,000,000.00 (one million dollars) combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
- b. **Automobile Liability:** \$1,000,000.00 (one million dollars) combined single limit per accident for bodily injury and property damage.
- c. **Worker's Compensation and Employer's Liability:** Worker's Compensation as required by the Code of the Commonwealth of Virginia and Employer's Liability with limits of \$1,000,000.00 (one million dollars) per accident.

Ownership of Material:

Ownership of all data, materials and documentation originated and prepared for the Town of Warrenton pursuant to this RFP shall belong to the Town of Warrenton and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon

submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Obligation of Offeror:

By submitting a proposal, the offeror covenants and agrees that he has satisfied himself, from his own investigation of conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

Contract Requirements:

The successful offeror will be required to enter into a formal agreement with the Town of Warrenton. Such contract shall consist of the Standard Form of Agreement between the Town and the Offeror, the Town of Warrenton's RFP, the Offeror's Proposal and the Certification Page located at the beginning of this document.

The Town reserves the right to reject any and all proposals and waive all formalities. All contracts are awarded by the Town Manager. In the event the Town Manager rejects all proposals, the Town may re-advertise.

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EXHIBIT B

GENERAL TERMS AND CONDITIONS SERVICES

1. Mandatory Use of Town Form and Terms and Conditions

Failure to submit a bid/proposal on the official Town form provided for that purpose shall be a cause for rejection of the bid/proposal. Return of the complete document is required. Modification or additions to any portion of the solicitation may be cause for rejection of the bid/proposal; however, the Town reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a bid/proposal as nonresponsive.

2. Precedence of Terms

In the event there is a conflict between the General Terms and Conditions and any Special Terms and Conditions for use in a particular procurement, the Special Terms and Conditions shall apply.

3. Clarification of Terms

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the Purchasing Agent or the Department Head whose name appears on the face of the solicitation no later than five days before the opening date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent.

4. Testing/Inspection

The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

5. Default

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

6. Assignment of Contract

A contract shall not be assignable by the offeror in whole or in part without the written consent of the Town.

7. Antitrust

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

8. Ethics in Public Contracting

By submitting their bids/proposals, all bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer, or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

9. Anti-Discrimination

By submitting their bids/proposals, all bidders/offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended. They must also conform to the Americans with Disabilities Act of 1990 and Section 11-51 of the Virginia Public Procurement Act that provides:

In every contract over \$10,000.00, the provisions in A and B, below apply:

- a. During the performance of this contract, the bidder/offeror agrees as follows:

The bidder/offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonable and necessary to the normal operation of the bidder/offeror. The bidder/offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The bidder/offeror, in all solicitations or advertisements for employees placed by or on behalf of the bidder/offeror, will state that such bidder/offeror is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting requirements of this section.

- b. The bidder/offeror will include the provisions of a. above in every subcontract or purchase order over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

10. Indemnification

Bidder/offeror agrees to indemnify, defend, and hold harmless the Town of Warrenton, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, services or equipment of any kind or nature furnished by the bidder/offeror, provided that such liability is not attributable to the sole negligence of the Town or to failure of the Town to use the materials, goods or equipment in the manner already and permanently described by the bidder/offeror on the materials, goods or

equipment delivered. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

11. Debarment Status

By submitting their bids/proposals, all bidders/offers certify that they are not currently debarred from submitting bids/proposals on contracts by the Town of Warrenton, nor are they an agent of any person or entity that is currently debarred from submitting bids/proposals on contracts by the Town of Warrenton.

12. Applicable Law and Courts

Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The bidder/offeror shall comply with applicable federal, state and local laws and regulations.

13. Qualifications of Bidders/Offerors

The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the work/furnish the item(s) and the bidder/offeror shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect the bidder's/offeror's physical plant prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The Town further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the Town that such bidder/offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

14. Safety

All contractors and subcontractors performing services for the Town of Warrenton are required and shall comply with all Occupational Safety and Health Administration (OSHA) and any other applicable rules and regulations. All contractors and subcontractors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

15. Notice of Required Disability Legislation Compliance

The Town of Warrenton is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Sec. 504, The Americans with Disabilities Act (ADA) of 1990 Title II and the Virginians with Disabilities Act of 1990.

Specifically, the Town of Warrenton, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

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EXHIBIT C

PROPOSAL CHECKLIST

The following shall be returned with your proposal (One (1) original and two (2) copies). Failure to do so shall be ample cause for rejection of proposal as non-responsive. It is the responsibility of the Offeror to ensure that he has received all addenda.

1. Certification Page
2. Proposal
 - a. Curriculum
 - b. Safety plan
 - c. Space desired
 - d. Training and experience of staff
 - e. List of references
 - f. Copy of business license (if awarded contract)
 - g. Proof of insurance (if awarded contract)

All proposals must be signed and sealed in envelopes plainly marked on the outside, “**RFP: # 09-021 PROPOSAL FOR SUMMER CAMP PROGRAMS – PARKS AND RECREATION**” and must be mailed or delivered to the purchasing agent at 18 Court Street Warrenton, VA 20186 by **2 P.M. on June 1, 2009.**

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Exhibit J

**CERTIFICATION OF
NO CRIMES AGAINST CHILDREN**

Contractor acknowledges that the implementation of this Contract requires the Contractor, Contractor's employees, or other persons that will provide services under this Contract to have direct contact with minor children. Therefore, the Contractor hereby certifies that neither the Contractor, the Contractor's employees, nor any person that will provide services under this Contract, who will have direct contact with minor children, has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is 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. The Town of Warrenton, nor any of its employees, shall be liable for materially false statements regarding the certifications required under this Contract.

Contractor also certifies that employees between the ages of 16 and 18 have been investigated as thoroughly as possible and to the best of their Contractor's knowledge the aforementioned employees have no previous or existing problems of the type and /or nature mentioned in this certification.

TYPE or PRINT CONTRACTOR'S COMPANY NAME

TYPE or PRINT NAME of PERSON
AUTHORIZED to SIGN for CONTRACTOR

SIGNATURE of AUTHORIZED SIGNER for CONTRACTOR

TITLE of AUTHORIZED SIGNER

DATE