

TOWN OF WARRENTON, VIRGINIA

REQUEST FOR PROPOSAL: FOOD SERVICES – PARKS & RECREATION

RFP #: 09-022

Closing Date: June 9, 2009 at 2:00 PM

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I. INTRODUCTION

The Town of Warrenton (hereinafter called the "Town") invites qualified Food Service Providers to submit proposals to perform over the counter Food Service Concessions at Town Parks and Recreation Facilities. The primary location for concession services will be at the Warrenton Aquatic and Recreation Facility, located at 800 Waterloo Road. The contractor shall be given the right, privilege, and responsibility to operate over the counter concession services providing food for consumption by the patrons, spectators, and visitors using the facilities. Proposals for vending machine operations are not being accepted. Renewal of this service may occur yearly. These services are to be performed in accordance with generally accepted food service standards of the Commonwealth of Virginia Department of Health.

A pre-proposal conference will be held, if requested, to answer any questions that might arise. General background information on the government and its operations will also be discussed at that time.

To be considered, (1) one original and (2) two copies of the proposal should be delivered to the Town's Purchasing Agent, at 18 Court Street, Warrenton, VA 20186, no later than 2:00 p.m., on June 9, 2009. The proposal should clearly be marked "**Request for Proposal - Food Services – Parks & Recreation - RFP# 09-022**".

The selection criteria to be used in evaluating this proposal is detailed in Section IV and includes method of operation, type of food and snack items, credentials and related experience and compliance with contractual terms. The Town anticipates that the selection of a firm will be completed by June 15, 2009.

II. SCOPE OF WORK TO BE PERFORMED

The Contractor shall have the right and privilege to operate an over the counter food concession at the Warrenton Aquatic and Recreation Facility. The food concession is for the purpose of providing food items for consumption by patrons, spectators, and visitors. All proposals must be made on the basis of and either meet or exceed the requirements contained herein. All offerors shall provide the following:

A. Requirements

The contractor(s) shall furnish all labor, materials, equipment, insurance and health permits to perform all work as described and required for the provision of food services at the Warrenton Aquatic and Recreation Facility (WARF). Copies of health permits and insurance certificates shall be submitted to the Town prior to the start of any work.

Contractor shall apply for, pay for, and obtain all permits and licenses required to operate this concession.

B. Operations

The contractor(s) shall have the right, during the term of the contract, to sell over the counter food items in compliance with all ordinances and regulations applicable to its operations. The contractor's right to sell applies only to over the counter food items.

The following activities occur at WARF: Outdoor league practices, league games, tournaments, and fund raising events, indoor fitness and aquatic programs, facility use, and spectator events.

The Town shall reserve the right to add additional concession vendors to the facilities for special events and activities.

C. Reporting

The Contractor shall furnish the Town a sales report listing daily receipts (See Exhibit A) covering each month's operation of the General Food Service Operation no later than (5) five days after the close of each month.

D. Staff

The Contractor shall have sufficient number of attendants to render quick and efficient service to patrons. Concession personnel will report to the facility prior to the scheduled opening of the concession stand to ensure that the food service is ready to the public at opening time.

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.

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 personnel between the ages of 16 and 18 (Exhibit J).

The Contractor shall be responsible for the conduct and direct supervision of its personnel. Without limiting the responsibility or authority of the Contractor, the Town shall have the right to request that a particular concession attendant be removed from his/her concession duties. Such requests shall be in writing to the Contractor and at the sole discretion of the Town. The Contractor shall honor such request.

There shall be no drinking of alcoholic beverages or use of any controlled substances by concession personnel. In addition, the use of tobacco products in the facility or parks when working is prohibited.

All personnel assigned by the Contractor shall be its employees and the Contractor shall pay all salaries, expenses, and any applicable taxes for its employees. The Contractor will not be considered an employee of the Town and it will not at any time act as an agent or employee of the Town or make any commitments or incur any liabilities on behalf of the Town.

The Contractor shall pay all Medicare, Social Security (FICA) and withholding taxes as may be required by the Federal Government and the Commonwealth of Virginia.

E. Maintenance

The Contractor shall be responsible for the sanitation and cleanliness of the concession area and the equipment contained within said area. Contractor shall maintain all equipment including that owned by the Town. Contractor will provide trash cans and shall remove all trash from concession area and place in outdoor trash receptacles.

F. Supplies

All materials, supplies, and equipment, excluding built-in equipment for use in the Food Service Operation shall be at the sole cost and expense of the contractor. If the Contractor wishes to install additional equipment, prior approval must be given by the Town.

Contractor shall purchase all materials to clean and keep sanitary the concession facility.

Adequate inventory levels of all approved food and miscellaneous items must be kept by the Contractor to meet patron demand.

G. Special Conditions

1. The Town shall provide at its sole cost and expense all electrical current and water required for the Food Service Operation.
2. The Town shall have access to the concession stand to perform general maintenance, repairs, or improvements to the premises.
3. The sale of alcohol, tobacco products, shelled peanuts and chewing gum will not be allowed at any Town park sites. Alcohol is prohibited on Town park property at all times.
4. The Contractor is responsible for obtaining and maintaining the necessary permits as regulated by the Health Department.
5. The Contractor shall provide the Town a percentage of gross sales, due with each monthly report.
6. The Town reserves the right to approve all prices of merchandise to be sold from the concession stand. Prices of all merchandise must at all times be prominently displayed in concession stand or at points of sale. Contractor shall have the right to display a sign, which has been approved by the Town, with the business name and logo with items offered for sale and pricing.
7. The Contractor shall not sub-lease the concession stand or any part thereof or assign this agreement without prior written consent from the Town.

III. PROPOSAL

A. Format of the Proposal

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

1. Title Page:

Show the RFP# 09-022 subject, the name of the offeror's firm, local address, telephone number, name of contact person and date.

2. Letter of Transmittal that includes:

a. Food Items:

Offerors shall list the types of food items they intend to provide as part of the Food Service Operation.

b. Method of Operation:

Offerors shall describe in detail what type of operation they are proposing. Offerors shall indicate food mix, method of service, and any information they feel will assist the Town in its evaluation.

c. Equipment and Supplies:

Offerors shall list the equipment and supplies they will provide, if awarded the contract.

d. Compliance with General Terms and Conditions

Offerors shall state their compliance with the contract terms and conditions as stated in Exhibit G – General Terms and Conditions and specifically list any deviations.

f. Compliance with Special Terms and Conditions

Offerors shall state their compliance with the terms and conditions as stated in Exhibit B – Special Terms and Conditions.

e. References

Names, addresses and telephone numbers of persons who may be contacted for references.

f. Credentials of Firm

History of the firm, including number of years in business, size of firm and number of governmental contracts in force.

B. Right to Reject Proposals

Proposals shall be signed by an authorized representative of the firm. All information requested must be submitted. Failure to submit all requested information may result in the rejection of the proposal.

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. Deadline for Submission

In order to be considered for selection, Food Service Contractors must submit a sealed response to the Request for Proposal. One (1) original and two (2) copies of each proposal must be submitted to the Purchasing Agent, Town of Warrenton, 18 Court Street, Warrenton, VA 20186 no later than 2:00 p.m. on June 9, 2009.

IV. SELECTION CRITERIA

Selection criteria will include the following:

A. Evaluation Criteria

The Evaluation Committee will independently read, review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The firms submitting proposals shall include with that proposal statements on the following:

1. Method of operation, equipment and supplies.
2. Type of food items offered.
3. References, credentials and related experience.
4. Compliance with contractual terms.

Once the Evaluation Committee has rated the proposals, a composite rating is developed which indicates the group's collective ranking of the highest rated proposals in a descending order. At this point, the Evaluation Committee may conduct interviews with only the top ranked firms, usually the top two depending upon the number of proposals received. The Evaluation Committee will then make a recommendation for the contract award.

V. SELECTION PROCESS/AWARD OF CONTRACT

The selection process will be in accordance with Section 11-37(6) of the Code of Virginia. 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 then 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, 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 percentage. 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 upon delivery of the monthly report to the Assistant Director, Parks and Recreation.

EXHIBIT A

TOWN OF WARRENTON, VIRGINIA

REQUEST FOR PROPOSAL: FOOD SERVICES – PARKS & RECREATION

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**EXAMPLE
MONTHLY SALES REPORT**

**Warrenton Aquatic and Recreation Facility
Food Service Concessions
Monthly Sales Report- July 2009**

ITEM	QUANTITY SOLD	GROSS SALES
Beverages-Cold	250	500.00
Water-Bottled	350	700.00
Beverages-Hot	1050	1,312.50
Prepared Food	720	2,520.00
Pizza-Slice	500	1,250.00
Pretzel-Hot	500	700.00
Snacks-Bag	650	487.50
Candy	2500	2,000.00
Ice Cream	3500	9,625.00
	TOTAL	\$19,095.00

EXHIBIT B

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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.

Business License:

All firms doing business in the Town of Warrenton are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

Property Taxes:

All Contractors located or owning property in the Town of Warrenton shall assure that all real and personal property taxes are paid. The Town will verify payment of all real and personal property taxes by the Contractor prior to the award of any contract or renewal.

Insurance:

The successful Firm 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 or make the purchase on the open market.

EXHIBIT C

TOWN OF WARRENTON, VIRGINIA

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PROPOSAL CHECKLIST

The following shall be returned with your proposal (One (1) original and two (2) copies). Failure to do so may be 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. List of menu items _____
 - b. Method of operation _____
 - c. Equipment and supplies _____
 - d. History of firm _____
 - e. List of references _____
3. Exhibit J

All proposals must be signed and sealed in envelopes plainly marked on the outside, "**RFP# 09-022 Proposal for Food Services – Parks & Recreation**" and must be mailed or delivered to the Purchasing Agent at 18 Court Street, Warrenton, VA 20186 no later than 2:00pm on June 9, 2009.

EXHIBIT G

TOWN OF WARRENTON, VIRGINIA 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 bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Director of Purchasing 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 Director.

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. PAYMENT TERMS

Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days.

6. INVOICES

Invoices for items ordered, delivered and accepted shall be submitted by the bidder/offeror direct to the payment address shown on the purchase order/contract. All invoices shall show the Town's contract number and/or purchase order number.

7. 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.

8. ASSIGNMENT OF CONTRACT

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

9. ANTITRUST

By entering into a contract, the bidder/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.

10. 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.

11. 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 American Disability Act of 1990 and Section 11-51 of the Virginia Public Procurement Act that provides:

In every contract over \$10,000, 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 so that the provisions will be binding upon each subcontractor or vendor.

12. 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.

13. DEBARMENT STATUS

By submitting their bids/proposals, all bidders/offerors 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.

14. 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.

15. 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.

16. 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.

17. 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 §504, The Americans with Disabilities Act (ADA) for 1990 Title II and the Virginians with Disability 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.

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 the 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

TITLE of AUTHORIZED SIGNER

SIGNATURE of AUTHORIZED SIGNER for CONTRACTOR

DATE