



TOWN OF LURAY, VIRGINIA

REQUEST FOR PROPOSAL

CONCESSION SERVICES FOR RALPH DEAN PARK

SUBMITTAL DATE: Prior to 4:00 p.m., Wednesday February 4, 2020

SUBMITTAL ADDRESS: Town of Luray
45 East Main Street
PO Box 629
Luray, Virginia 22835

Requests for information related to this Proposal should be directed to:

Steve Burke
Town Manager
(540) 743-5511
Email address: sburke@townofluray.com

Issue Date: January 6, 2020

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

CONCESSION SERVICES FOR RALPH DEAN PARK

1.0 PURPOSE

The intent of this Request for Proposal and resulting contract is to obtain firm fixed price proposals from firms specializing in food service operations to provide concessions at Ralph Dean Park, 625 6th Street Luray, Virginia 22835

2.0 COMPETITION INTENDED

It is the Town's intent that this Request for Proposal (RFP) permit competition. It shall be the offeror's responsibility to advise the Town in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by The Town not later than five (5) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

The Town has two enclosed concession areas at Ralph Dean Park for use by the successful offeror to provide food and concession service.

The concession season generally runs from March through October. Ralph Dean Park amenities include five ball fields, a recreational field, shelter/picnic area, playground equipment, skate park, restroom facilities, and walking trail.

4.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein.

4.1 Operations

The contractor shall furnish all labor, materials, food, drink, equipment, insurance and health permits to perform all work as described and required for the provision of food services at Ralph Dean Park. Copies of health permits and insurance certificates shall be submitted to the Town prior to the start of any work.

With the exception of other large community sponsored festivals to be determined by the Town, (hereinafter "Special Events", the contractor shall have the exclusive right, during the term of the contract, to sell soft drinks, and food in compliance with all ordinances and regulations applicable to its operations.

During Special Events, the Town reserves the right to allow outside concessions to facilitate the large crowds expected.

4.2 Audit

The contractor shall keep a separate account of all gross sales under this contract and shall present to the Luray Parks and Recreation Director an annual statement of such gross sales.

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The Town shall have the right to audit the contractor's financial records at any time to verify accurate compliance with this paragraph. Information submitted or obtained pursuant to this paragraph shall remain confidential, to the extent permitted by law, and shall only be shared with the Luray Town Manager and Town Attorney for planning purposes. Nothing so submitted or obtained shall be in lieu of the contractor's required filings with the various taxing authorities.

4.3 Maintenance

The contractor shall be responsible for the sanitation and cleanliness of the concession areas and the equipment contained within said area. Contractor shall maintain all equipment including that owned by the Town. Contractor shall remove all trash from concession area and place in trash receptacles or dumpsters.

The contractor is responsible to complete a full cleaning of the concession stands at least one week prior to the end of use of the facility subject to inspection and approval by the Town. The contractor shall be responsible to leave the facility in a pre-use condition of cleanliness.

4.4 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 use or install additional equipment at a location, prior approval must be given by the Town.

4.5 Special Conditions and Payments

- A. The general condition and safety of the premises, and any maintenance, repairs or improvements of the premises shall be the sole responsibility, cost and expense of the Town. Town staff shall have access to each concession area.
- B. The contractor is responsible for obtaining and maintaining the necessary permits as regulated by the Health Department.
- C. The contractor shall provide the Town with a lump sum payment, of at least \$1,000, which fee shall be payable in four equal installments, each being one-quarter of said fee, payable on each April 30, June 30, August 31, and October 30 during the term of this contract.

5.0 CONTRACT TERMS AND CONDITIONS

The contract with the successful offeror will contain the contract terms and conditions set forth in the sample contract attached hereto as Exhibit A. Offerors intending to require additional or different language must include such language with their proposal. Failure to provide offeror's additional contract terms may result in rejection of the proposal.

6.0 EVALUATION OF PROPOSALS

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The criteria set forth below will be used in the receipt of proposals and selection of the successful firm.

The Town's review panel will read, review, and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors shall include with their proposal, statements on the following:

- A. Credentials and related experience – 20 points
- B. Selection of food, drink and snack food items offered and pricing - 40 points
- C. Compliance with contractual terms – 5 points
- D. Lump Sum Amount to the Town– 35 points

The review panel will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. Then the review panel may conduct interviews with only the top ranked offerors, usually the top two (2) or three (3) depending upon the number and quality of proposals received. Negotiations shall be conducted with firms so selected. The review panel may request a Best and Final Offer (BAFO) and/or make a recommendation for the contract award.

7.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order:

- A. Credentials and related experience:

Offeror shall state what experience they have in providing general food services and/or concession services

- B. Selection of food, drink and snack food items offered and pricing

1. Offerors shall describe in detail what type of food service they will provide (i.e., vending, food preparation, etc.)
2. Offeror shall list the types of food, drink or snack food items they intend to provide
3. Offerors shall list the equipment and supplies they will provide.
4. Offerors shall provide a general pricing schedule for the items to be provided.

- C. Compliance with Contract Terms and Conditions

Offerors shall state their compliance with the contract terms and conditions as stated in Section 5.0 and specifically list any deviations.

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D. Lump Sum

Offerors shall state the lump sum amount for the rights to use the concession areas.

8.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

8.1 Inspection of Concession Facilities

The Town shall permit proposers to inspect the concession facilities by scheduling a one-hour inspection during the week of January 20th. Appointments for inspection must be scheduled by contacting the Department of Parks & Recreation at (540) 843-0770.

8.2 Submission of Proposals

Before submitting a proposal, read the ENTIRE solicitation including the contract Terms and Conditions. Failure to read any part shall not relieve the contractor of its contractual obligations. The face of the container shall indicate time and date of acceptance and the title of the RFP. Proposals must be received by the Town PRIOR to the hour specified on the acceptance date. Proposals may either be mailed or hand delivered to Town of Luray, 45 East Main Street - PO Box 629, Luray, Virginia 22835. Faxed and email proposals will NOT be accepted.

8.3 Questions and Inquiries

Questions and inquires, both verbal and written, will be accepted from any and all offerors. The Town Manager is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Town staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to Requests for Proposal must give RFP title and acceptance date. Material questions will be answered in writing by way of Addendum, provided however, that all questions are received at least five (5) days in advance of the proposal submittal date.

8.4 Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an addendum will be issued. It is the responsibility of the offeror to ensure that he has received all addendums prior to submitting a proposal. **All proposers shall submit their contact emails to the Town to receive addendum.**

8.5 Firm Pricing for Town Acceptance

Proposal pricing must be firm for Town acceptance for ninety (90) days from proposal receipt date.

8.6 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Offerors shall not mark sections

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of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

8.7 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal should show TITLE or AUTHORITY TO BIND HIS OR HER FIRM/ORGANIZATION IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

- If a sole proprietorship, the owner may sign.
- If a general partnership, any general partner may sign.
- If a limited partnership, a general partner must sign.
- If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.
- If a regular corporation, the CEO, President or Vice-President must sign.

8.8 Preparation and Submission of Proposals

- A. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- B. All attachments to the Request for Proposal requiring execution by the firm are to be returned with the proposals.
- C. The face of the container shall indicate the RFP number, time and date of public acceptance, and the title of the proposal.
- D. Proposals must be received by the Town prior to the RFP submittal date. Requests for extensions of this time and date will not be granted, unless deemed to be in the Town's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Town by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the Town after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- E. Each offeror shall submit one original of their proposal to the Town's or Luray as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked.

8.9 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

8.10 References

All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address and telephone number.

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8.11 Late Proposals

LATE proposals shall be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

8.12 Rights of Town

The Town reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the Town.

8.13 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The Town reserves the right to accept or reject any proposed change to the scope.

8.14 Miscellaneous Requirements

- A. The Town will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Town will schedule the time and location for this presentation. The contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror shall sign a contract with the Town.
- C. The Town reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the Town. Offerors whose proposals are not accepted may be notified in writing.

8.15 Notice of Award

A Notice of Award will be posted on the Town's web site (www.townofluray.com) and on the bulletin board located in the front hall of Town Hall.

8.16 Protest

Offerors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

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SUBMITTAL FORM
(REQUIRED)

THE FIRM/ORGANIZATION OF:

Address:

Tax ID _____

Hereby agrees to provide the requested services as defined herein for a total contract price of:

One Time Lump Sum for Rights to Concession Areas _____

The following shall be returned with your proposal. 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 addendums.

Items:	Included: (X)
1. References	_____
2. Addendums, if any	_____
3. One (1) original proposal	_____

Person to contact regarding this proposal:

Title: _____

Phone: _____ Fax: _____

Email: _____

Name of person authorized to bind the Firm (9.10):

Signature: _____

Date: _____

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