



Request for Proposal (RFP)# 23-10

for

Food and Beverage Service at the Frog Pond

Issue Date: February 6, 2023

Proposal Due Date and Hour: March 7, 2023 3:00 p.m.

Last Day for written questions: February 16, 2023

Montgomery County Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

TABLE OF CONTENTS

Request for Proposal Number 23-10

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<u>Section #</u>	<u>Description</u>	<u>Page Number</u>
I	Purpose.....	4
II	Background.....	4
III	Statement of Need	4
IV	Proposal Preparation and Submission Requirements.....	6
V	Evaluation and Award of Contract	7
VI	Written Questions	8
VII	Reservation of Rights	8
VIII	Contract Administration.....	8
IX	Contract Period.....	8
ATTACHMENT A: Terms and Conditions		
ATTACHMENT B: Montgomery County Standard Contract (sample)		

COUNTY OF MONTGOMERY, VIRGINIA
RFP # 23-10

ISSUE DATE: FEBRUARY 6, 2023
Food and Beverage Service at the Frog Pond

(TO BE COMPLETED AND RETURNED)
GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Jeff Groseclose, CPPB, VCO, VCA, Procurement Manager, Phone: (540) 382-5784; faxed to (540) 382-5783, or e-mail: mcpurchasing@montgomerycountyva.gov.

DUE DATE: Sealed Proposals will be received until **March 7, 2023** up to and including **3:00PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: **Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073-3179**. Reference the Due Date and Hour, and RFP number in the lower left corner of the return envelope or package.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request for Proposal and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Full Legal Name (print)		Federal Taxpayer Number (ID#)	Contractor's Registration N/A
Business Name / DBA Name / TA Name and Address		Payment Address	Purchase Order Address
Contact Name/Title		Signature (ink)	Date
Telephone Number	Fax Number	Toll Free Number	E-mail Address

COUNTY OF MONTGOMERY
RFP# 23-10

Food and Beverage Service at the Frog Pond

I PURPOSE: The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiation for Food and Beverage Service at the Frog Pond (“public pool” or “pool”) for the County of Montgomery County, Virginia herein after referred to as “County.”

II BACKGROUND:

A. General Background

Montgomery County is located in the southwestern part of Virginia in the region known as the New River Valley. This region takes its name from the New River, the nation's oldest and the world's second oldest river, and includes the counties of Floyd, Giles, Montgomery, Pulaski, and the City of Radford. The County has a land area of 393 square miles and lies in the broad picturesque area between the Appalachian Plateau and the Blue Ridge Mountains. Topography varies from gently rolling to steep mountainous terrain, with elevations varying from 1,300 to 3,700 feet above sea level. The majority of the County is at an elevation of 2,000 feet.

Today the Towns of [Blacksburg](#) and [Christiansburg](#), the County seat, are the population centers of the County and are located approximately 35 miles southwest of the City of Roanoke. Blacksburg is home to [Virginia Polytechnic Institute and State University](#) (Virginia Tech). Founded in 1872 as a land-grant college, Virginia Tech is the largest university in Virginia and one of the country's leading research institutions. The County had a 2020 population of 100,839. (This includes two incorporated towns, Blacksburg and Christiansburg, with a combined population of approximately 67,365.)

The County is governed by an elected seven member Board of Supervisors who appoints a County Administrator.

B. Specific Background

- The County Frog Pond (pool) is a public pool.
- Construction of the pool was completed in June of 1996.
- The 2022 attendance was 13,558 people.
- Pool operating hours:
 - The pool will open Memorial Day weekend and operate its daily schedule through Labor Day.
 - 11:00 AM – 6:00 PM, Monday-Saturday. Sunday’s hours are 12:00-6:00 PM.
 - Concessions must be open a minimum of these hours: Monday-Saturday 12 - 5 PM and Sunday 1 – 5 PM
 - Friday, Saturday and Sunday evenings can be reserved for special events that vary by dates and time. The Contractor may choose to provide food service for special events, but this is not required.

The County desires to award a contract for various food and beverage services, both hot and cold. The County desires to have food and beverage services available to the pool’s patrons while at the same time receiving a percentage of the sales generated by the Contractor. Discussion may also take place between Contractor and County regarding sponsorship of other events within Parks and Recreation Department or with other County sponsored events.

III STATEMENT OF NEED:

The County needs the services of a Contractor that can provide good quality food and beverage services during the time the pool hours of operation.

A. CONTRACTOR REQUIREMENTS:

1. **Schedule:** Contractor(s) will be responsible for providing service during the hours the pool is in operation: daily 11:00AM to 6:00PM, normally, beginning after Memorial Day and ending prior to Labor Day. Contractor(s) may elect to provide service during the Friday evening special events. Service is not required when the pool closes for inclement weather.
2. **Sales Data:** The Contractor will be responsible for the collection of all monies. A monthly report showing total monies collected in sales, amount due to the County, and sales tax due to the state *must be submitted* for the sales. The County will receive a check from the Contractor for the amount due to the County at the same time the report is submitted to the Aquatics Supervisor.
3. **Trash Removal:** The Contractor is responsible for the removal of all trash and related products from the pool area and from County property. The Contractor is responsible for providing their own trash containers.
4. **Licenses, Taxes, Permits:** The Contractor is responsible for obtaining all permits, licenses, and paying all taxes that are necessary to operate their business.
5. **Equipment:** The Contractor is responsible for providing all equipment necessary in providing their services.

B. COUNTY REQUIREMENTS: The County will provide with the following:

1. Space as indicated by County staff. The space will not be under a covered wood shelter. The space designated will be at the discretion of the County and is subject to change.
2. Suitable electricity.
3. Water.
4. Secured space for overnight storage of Contractor's equipment.

C. OFFEROR'S QUALIFICATIONS: The Offeror shall provide the information that evidences their ability to provide the requested food services if they are awarded the contract. In evaluating the proposal, the Offeror must:

1. Provide information about how the food/beverage will be stored prior to sale, prepared for a sale, handled for the sale, packaged for the sell, and any other relevant information necessary to evaluate the contractor's ability in providing the service.
2. Provide information about the type of equipment that will be used during the daily operation.
3. Submit information evidencing stability in performing the services requested.
4. Submit a copy of any required licenses necessary to operate their business within the County.
5. Provide information concerning employees/staff that will be used to provide the service.

D. OTHER REQUIREMENTS:

1. **INSURANCE:** Contractor must submit a valid certificate of insurance indicating the required limits of coverage necessary for providing this service on County property.
2. **PAYMENT:** The Contractor will pay the County monthly the percentage of sales agreed upon during the negotiations of the contract. The report will show the amount due to the County.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP to include:

- a. **One (1) original and two (2) paper copies of the entire proposal INCLUSIVE OF ALL ATTACHMENTS.** Any proprietary information should be clearly marked.
- b. **One (1) electronic copy** in WORD format or searchable PDF (USB/Flash Drive) of the entire proposal as one document, **INCLUSIVE OF ALL ATTACHMENTS** mailed along with the hard copy above. Any proprietary information should be clearly marked.
- c. Should the proposal contain **proprietary information**, provide **one (1) redacted** electronic copy in WORD format or searchable PDF (USB/Flash Drive) of the entire document **INCLUSIVE OF ALL ATTACHMENTS. All identified proprietary information should be blacked out.** This USB/Flash Drive should be marked **“Redacted Copy”**.
- d. Response shall be submitted to:

Jeff Groseclose, CPPB, Procurement Manager
Montgomery County Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073

Identify on outside of envelope: **Sealed RFP # 23-10**

RFP Due date/Opening date and hour: **March 7, 2022, 3:00 P.M.**

The Offeror shall make no other distribution of the proposal.

2. Proposal Preparations:

- a. Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. The Procurement Manager will review all proposals to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete or lack key information may be rejected as incomplete. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals will be reviewed and evaluated by a Committee as designated by the County.
- c. Proposal should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirements as it appears in the RFP. If a response covers more than one page, the proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- e. 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.
- f. Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County 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 protections of Section 2.2-4342D of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and as detailed as possible so that the County may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

1. The return of the RFP general information form and addenda, if any, signed and completed as required.
2. Please provide two (2) recent references, similar to Montgomery County, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client name, address and the name and phone number of the individual Montgomery County has your permission to contact.
3. Offeror must submit pricing information indicating the amount of estimated weekly sales based on data provided. Pricing information must also include the percentage amount of sales payable to the County.
4. The Offeror shall submit a method and plan outlining:
 - a. How the requirements contained in this proposal will be met.
 - b. Approximate date work will begin and end.
 - c. Itemized list of all services to be provided and cost to customers. For beverage service, please include cost to County Departments.
 - d. The qualifications, experience, and background of the personnel to be used to complete the requirements of this contract.
5. Offeror may submit other information believed pertinent for consideration.

V. EVALUATION AND AWARD OF CONTRACT:

- A. Award of Contract:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for proposal. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Montgomery County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract tot that offeror. Montgomery County may cancel the Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359D, Code of Virginia.) Should Montgomery County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's

proposal as negotiated. See Attachment B for sample contract form.

B. Evaluation Criteria: Proposals shall be evaluated by the County using the following criteria:

<u>EVALUATION CRITERIA</u>	<u>WEIGHT</u>
1. Percentage of sales paid to the County	40
2. Method and plan for providing services described herein	30
3. Type of food/beverage service offered	30

VI WRITTEN QUESTIONS: Questions regarding the Statement of Need in this RFP must be submitted in writing no later than the close of business on **February 16, 2023** and should be emailed to mcpurchasing@montgomerycountyva.gov. Responses to questions will be answered in a written addendum.

VII RESERVATION OF RIGHTS: Montgomery County reserves the right to award in part or in whole, to one or more vendors, or to reject any or all proposals, whichever is deemed to be in its best interest.

VIII CONTRACT ADMINISTRATION:
Allison Zuchowski, Aquatics Supervisor, or her designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or her designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or her designee, shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Montgomery County Purchasing Department through a written amendment to the contract.

IX CONTRACT PERIOD: The term of this contract is for one (1) year or as negotiated. There will be an option for four (4) one (1) year renewals or as negotiated.

**ATTACHMENT A
TERMS AND CONDITIONS**

GENERAL TERMS AND CONDITIONS

https://montgomerycountyvva.gov/docs/default-source/purchasing-solicitations/rfp_terms_and_conditions.pdf?sfvrsn=ecfd231d_2

SPECIAL TERMS AND CONDITIONS

1. **ADDITIONAL GOODS AND SERVICES:** The County may acquire other goods and services that the supplier provides than those specifically solicited. The County reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services as negotiated under the same terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products components, accessories, subsystems, or related services that are newly introduced during the term of the contract. Such additional goods and services will be provided to the County at favored nations pricing. The exact pricing of these goods and services will negotiated and determined at the time of procurement.
2. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Montgomery County will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Montgomery County, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
3. **CANCELLATION OF CONTRACT:** Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
4. **SPECIAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special promotional sale prices or discounts immediately to Montgomery County during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
5. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:
Montgomery County
Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179
Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package.
If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Montgomery County Purchasing Department.
6. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Montgomery County, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Montgomery County, or to otherwise act on behalf of Montgomery County, except as Montgomery County may expressly authorize in writing.
7. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
8. **INSURANCE:**
By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
During the period of the contract, Montgomery County reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.
INSURANCE COVERAGES AND LIMITS REQUIRED:
 - A. Worker's Compensation - Statutory requirements and benefits.
 - B. Employers Liability - \$100,000.00
 - C. General Liability - \$500,000.00 combined single limit. Montgomery County and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
 - D. Automobile Liability - \$500,000.00The contractor agrees to be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

**ATTACHMENT B
COUNTY OF MONTGOMERY
STANDARD CONTRACT**

Contract Number:

This contract entered into this ___ day of, 202__, by _____ hereinafter called the “Contractor” and the County of Montgomery, called the “County”.

WITNESSETH that the Contractor and the County, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the County as set forth in the Contract Documents.

CONTRACT PERIOD: The initial contract period is _____ through _____.

COMPENSATION AND METHOD OF PAYMENT: Payment to the County shall be made in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of signed Contract, the statement of need, general terms and conditions, special terms and conditions, specifications, and other data contained in this Request For Proposal Number, dated _____, together with all written modifications thereof, the proposal submitted by the Contractor dated _____ and the Contractor’s letter dated _____, all of which contract documents are incorporated herein.

In **WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

COUNTY OF MONTGOMERY:

By: _____ By: _____

Title: _____ Title: _____