

Town of Leesburg



General Food Services for AV Symington Aquatic Center

Issued July 29, 2014

RFP NUMBER: 100417-FY15-10

BID DUE DATE: August 18, 2014, 3:00 PM

SUBMISSION ADDRESS: Town of Leesburg
Procurement Office
25 W. Market St.
Leesburg, VA 20176

PROCUREMENT CONTACT: Kathy S. Elgin, CPPO, Procurement Officer
kelgin@leesburgva.gov

NOTICE OF ADDENDA: Any addenda to this IFB will be posted on the Town's bid board and will only be emailed to those firms who have downloaded the IFB from this site. It is the firm's responsibility to provide a correct email address, and to be aware of any addenda.

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- I. **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 A.V. Symington Aquatic Center.

BACKGROUND INFORMATION - The Town of Leesburg has constructed a Concession Services Kitchen for A.V. Symington Aquatic Center. The successful offeror(s) will be allowed to use the Building located adjacent to the pool to provide food and concession service. The concession kitchen is 348 sqft plus a 135 sqft storage area. Appliances include: 1 – 3 door Turbo Air M3 Freezer, 1 - 2 door Turbo Air M3 Freezer, 2- 3 door Turbo Air Under counter Refrigerators, 1 Ice-o-Matic Commercial Ice Machine and a commercial hood suitable for use with propane or electric fryers and griddles.

The A.V. Symington Aquatic Center is located within Ida Lee Park at 80 Ida Lee Drive, N.W. Leesburg, Virginia 20176. The pool contains a 600' lazy river, slide tower with two flumes, activity pool/beach entry, crossing feature, dumping buckets, floatables, and a lap pool with additional slide features. The complex has a capacity of 500 swimmers. The pool will operate for a 12 week season, running May 23, 2009 through September 7, 2009.

The following activities will occur at each location: lessons, daily admissions, birthday parties, camp rentals, and corporate rentals. Proposed facility hours for public swim are Monday through Sunday 11am to 8pm. Holiday hours for July 4th are 11am to 4pm.

There is potential for a July 4th special event rental to occur from 5pm to 8pm. This event may include food provisions.

- II. **Contract Term** - The term of this agreement shall cover the period from May 23, 2015 through September 7, 2015. Upon mutual consent of both parties, this agreement can be renewed for four additional like terms. In the event of renewal, costs will be adjusted by the CPI per the Bureau of Labor Statistics, if requested by the Contractor.

- III. **Scope of Work** - All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein.

A. 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 A.V. Symington Aquatic Center. Copies of health permits and insurance certificates shall be submitted to the Town prior to the start of any work.

B. **Operations** - The contractor(s) shall have the exclusive right, during the term of the contract, to sell soft drinks, food, and confection items in compliance with all ordinances and regulations applicable to its operations. The contractor shall provide service to customers at facility opening, and shall remain open during the entire period of operations, including weekends and holidays. The contractor(s) exclusive right to sell applies only to food and drink items.

C. **Audit** - The contractor shall furnish to the Town of Leesburg an auditor's report covering the season's operation of the food service operation no later than thirty (30) days after the close of the season.

- D. Staff - The contractor shall have a minimum of two (2) attendants to render quick and efficient service to patrons.
- E. Maintenance - The contractor shall be responsible for the sanitation and cleanliness of the concession to include kitchen, storage, and eating areas and the equipment contained within said area. Contractor shall maintain all equipment including that owned by the Town of Leesburg. Contractor shall remove all trash from concession area and place in dumpsters. (The contractor is NOT responsible for cleaning the restrooms.)
- 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 at a location, prior approval must be given by the Contract Administrator. There is a commercial ice-maker for the contractor's use at A.V. Symington Aquatic Center.
- G. Special Conditions
1. The Town of Leesburg shall provide at its sole cost and expense all electrical current, water, and other utilities required for the food service operation.
 2. 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 of Leesburg. Town staff shall have access to the kitchen to perform these tasks.
 3. The sale of alcohol, tobacco products, shelled peanuts, and chewing gum will not be allowed. 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 Town Health Department.
 5. Prices for all food and beverage being sold by the contractor on Town premises shall be approved by the Town of Leesburg. Advertised prices will include tax.
 6. The contractor shall provide the Town a percentage of gross monthly sales. Contractor will send the Town a check by the fifth of each month. The check will be accompanied with a detailed daily report that indicates Gross sales, VA sales tax, Leesburg Food tax and the Net. The contractor shall retain all remaining proceeds.
 7. The contractor may provide food vouchers for each birthday party package and rental participants.
 8. The contractor has first right of refusal to provide food services for any potential July 4th rental.

9. The contractor shall provide and operate a “food cart” or remote station to serve drinks and non-cooked items in a separate area of the facility.

IV. Evaluation Process and Criteria

- A. Response Format And Contents – 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:
 1. What experience they have in providing general food services and/or concession services including the selection of food, drink and snack food items offered and pricing.
 2. Describe in detail what type of food service they will provide to the Town (i.e., vending, food preparation, etc.).
 3. List the equipment and supplies they will provide.
 4. Provide a general pricing schedule for the items to be provided.
 5. State compliance with the contract terms and conditions as stated in Section 5.0 and specifically list any deviations.
 6. State the percentage of gross sales that will be returned to the Town.
- B. Evaluation Criteria – The selection will be based on the following criteria:
 1. Credentials and related experience
 2. Selection of food, drink, snack, and healthy choice food items offered and pricing
 3. Price range of menu options
 4. Percentage of Gross Sales returned to the Town
- C. Evaluation Process - The Town intends to award this contract on the basis of competitive negotiation as outlined in the Virginia Public Procurement Act – Section 2.2-4302.2.A.3 “Competitive Negotiations for goods, nonprofessional services....” Based on the Proposal Evaluation Criteria listed below above, the Evaluation Team will determine the highest-ranked offerors. Offerors may be required to make an oral presentation of their proposal. Site visits to current contract sites may be made by the Evaluation Team. After the presentations and site visits, the firms will be re-ranked. Negotiations will be conducted with the top two or three ranked Offerors.

Those offerors will be asked to resubmit a best and final offer. The contract will be awarded to the firm whose overall proposal, interviews and final offers are deemed to be in the best interest of the Town.

V. General Contract Terms and Conditions

1. **Submittal Instructions** - One (1) original and one (3) copies of each proposal must be submitted and received by the Town’s Chief Procurement Officer at the address shown on the cover page of this solicitation. Proposals must be received no later than the date and time list on the cover page of this solicitation.

Proposals in the form of telegrams, telephone, facsimiles or telex messages will not be accepted.

Offerors shall complete and submit with their proposal, the Company Identification and Ownership Disclosure Form.

2. **Authority to Bind Firm in Contract** - An official authorized to bind the offeror shall sign each Bid. Bids must be firm for the sixty (60) days immediately following the date of submission of the sealed bid. At the end of the 60-day period, the bid may be withdrawn at the written request of the offeror. If the bid is not withdrawn, it will remain in effect until an award is made or the solicitation is cancelled.
3. **Anti-collusion Statement** - The signer of the bid must declare that all persons, companies or parties interested in the contract as principals are named therein; that the bid is made without collusion with any other person, persons, company or parties submitting a bid; that it is in all respects fair and in good faith without collusion or fraud; and that the signer of the bid has authority to contractually bind the offeror (See IFB Submission Form).
4. **Late Bids** – Bids received after the submission deadline will be returned unopened, provided a return address is visible.
5. **Acceptance or Rejection of Bids** – The Town reserves the right to accept or reject any or all Bids in whole or in part and to waive minor informalities in the process of awarding this contract.
6. **Competition intended** – It is the Town’s intent that this Invitation for Bid permit competition. It shall be the offerors responsibility to advise the Purchasing Officer in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. The Purchasing Officer must receive such notification not later than (5) days prior to the date set for bids to be received.
7. **Inquiries/Comments Concerning Specifications** - Questions or comments concerning the specifications, contained herein must be received by the Purchasing Officer at least five (5) days prior to the Bid Due Date. Any interpretation deemed to be material in nature or that alters the scope of the goods or services being requested will be expressed in the form of written addendum. Such addendum will be sent to all prospective offerors no later than three (3) days prior to the due date. Verbal communications will not be binding.
8. **ADA reasonable accommodation clause** – If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Purchasing Officer at 703-737-7176 at least 5 days prior to the bid due date.
9. **Costs incurred in responding** – This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of bids or in making

necessary studies or designs for the preparation thereof, nor to procure or contract for services.

10. **Employment Discrimination by Contractors Prohibited**

A. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that such contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

11. **Disposition of Bids** – All materials submitted in response to this IFB will become the property of the Town. One (1) copy of each bid shall be retained for official files and will become a public record. These records will be available for public inspection after award of contract. It is understood that the bid will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section 12. “Disclosure: Trade Secrets and Proprietary Information”.

12. **Disclosure: Trade Secretes and Proprietary Information** – In compliance with the Virginia Public Procurement Act (the “VPPA”), all bids will be available for public inspection. Trade secrets and proprietary information submitted by a vendor in connection with a procurement 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 specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire bid is proprietary is unacceptable. A statement indicating that costs are to be protected is unacceptable.

13. **Laws and Regulations** – The Offerors attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out it full.

14. **License Requirement** – All firms doing business for the Town of Leesburg are required to be licensed in accordance with the Town’s “Business, Professional, and Occupational Licensing (BPOL) Tax” Ordinance. Wholesale and retail merchants without a business location in Leesburg, VA are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Department of Finance, telephone 703-771-2715. The BPOL license number, if applicable, must be indicated on the pricing page of this Invitation for Bid.

Bidders submitting price quotes must be fully licensed to do business in Virginia

15. **Ethics in Public Contracting** – The Offeror agrees that it will adhere to Article 6 – “Ethics in Public Contracting” requirements set forth in the Virginia Code Section 2.2-4367 thru 2.2-4377 of the VPPA.

16. **Termination** – Subject to the provisions below, the contract may be terminated by the Town upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the Authority until said work or services are completed and accepted.

A. **Termination for Convenience** – In the event that this contract is terminated or cancelled upon request and for the convenience of the Town, without the required thirty (30) days advance written notice, then the Town shall negotiate reasonable termination costs, if applicable.

B. **Termination for Cause** – Termination by the Town for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years** – When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

17. **Purchase Orders** - A purchase order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 of the Code of the Commonwealth of Virginia, and assures distribution of the necessary receiving reports. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto. Services are not to begin until receipt of the purchase order and/or other notification by the Town Purchasing Officer.

18. **Non-Assignment of Contract** – The contractor shall not assign the contract, or any portion thereof, without the advanced written permission of the Purchasing Officer, such permission not to be unreasonably withheld.

19. **Contract Award** – The resulting contract will be issued to the lowest responsive, responsible bidder offering the lowest total cost of goods or services. **Price quotes should be listed for each individual location and broken down to a fixed monthly cost for each. The Town intends to award a contract for all 5 locations, but reserves the right to delete any individual location prior to contract award.**
20. **Brand Name, or Equal** - The use of the brand name conveys the general style, type, character, and quality of the personal computer desired. Bids of other brand names will be considered. Any article, which in the Town’s sole discretion is determined to be the equal of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended, shall be accepted.
21. **Cooperative Procurement** - As authorized in Section 2.2-4304 of the Code of Virginia this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.
22. **Drug-free workplace to be maintained by contractor; required contract provisions.** All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
23. **Faith-Based Organizations.** The Town of Leesburg does not discriminate against Faith-Based organizations.
24. **Insurance Requirements.** Any vendor or contractor engaged to perform work on Town property shall not start work until they have obtained and provided at a minimum, proof of the insurance required below. Additionally the contractor shall

not allow any subcontractor to commence work until all similar insurance required of the Subcontractor has been obtained.

These certificates must be forwarded to the Purchasing Office BEFORE the REQ will be converted to a Purchase Order.

Insurance Requirements:

Workers Compensation	Statutory Worker's Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements.
Bodily Injury	\$2,000,000 each person \$2,000,000 each occurrence
Property Damage	
Automobile	\$2,000,000 each accident
General Liability	\$2,000,000 each accident \$2,000,000 per occurrence

*Notice of cancellation must be on insurance certificate- No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty day written notice to the Purchasing Officer. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all work and payments until the new certificate is furnished.

*The Town must be named as an additional insured. This proof must be in the form of a copy of the endorsement to your policy.

25. **Claims:** The contractor shall be responsible for resolutions of any and all damage claims resulting from operations provided. Claims made to the Town as a result of operators provided under this contract will be referred to the contractor for handling. Failure to properly respond to and resolve claims constitutes unsatisfactory performance and may result in cancellation of the contract.

26. **Safety** -All Vendors performing services with the Town of Leesburg shall comply with all Occupational Safety and Health Administrations (OSHA), State and County Safety and Occupation Health Standards. Additionally, all Contractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damages to any persons or property within and around the work site area under this agreement.

IFB SUBMISSION FORM

IFB No. 100417-FY15-10, General Food Services – Pool

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____
Address _____
Contact Person _____ Title _____
Telephone No. _____ Fax No. _____ Email _____
Organized under the laws of the State of _____
Principal place of business at _____
Federal Id Number _____ Registered Agent _____

Following are the names and addresses of all persons having ownership of 3% or more in the company (attach more sheets if necessary):

Name	Address
_____	_____
_____	_____
_____	_____

The Town of Leesburg requests, as a matter of policy, that any consultant or firm receiving a contract of award resulting from a formal solicitation issued by the Town shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

SECTION II – EMPLOYEES NOT TO BENEFIT - I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of the Town of Leesburg, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

SECTION III – CONFLICTS OF INTEREST - This solicitation is subject to the provisions of VA Code Ann. Section 2.1-639.2 et seq., the State and Local Government Conflict of Interests Act. The Offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION IV – COLLUSION - I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and federal law and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my company.

Signature _____ Date _____
Name (Printed) _____ Title _____

OFFEROR MUST RETURN THIS FORM WITH PROPOSAL

CONTRACT NO.

TITLE

This CONTRACT (the "CONTRACT") is made this ____ day of _____, 2014, by and between the TOWN OF LEESBURG, VIRGINIA (the "TOWN"), a municipal corporation, and _____ having a usual place of business at _____ (the "CONTRACTOR").

The Contractor and the Town, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

1. Provision of Services. The Contractor hereby agrees to provide the following services to the Town:
2. Contract Documents. The Contract Documents consist of this Contract, RFQ No. _____, the Town Purchase Order _____ Bid dated _____. Where the terms of this Contract and the Contractor's proposal are at variance, the provisions of this Contract shall prevail.
3. Contract Term. The term of this Contract shall be twelve months beginning on _____. Upon mutual agreement of both parties, this contract can be extended for up to four additional consecutive one-year terms.
4. Contract Amount. In return for the services identified above, the Town certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor in accordance with paragraph numbered 5 of this Contract. The Town agrees to pay the Contractor at the unit prices established on _____ Bid Pricing Form attached hereto as Exhibit A. The estimated annual total of this contract is \$ _____.
5. Method of Payment. Payment will be made within thirty (30) days after receipt of a proper invoice for the amount of payment due or thirty (30) days after receipt of services, whichever is later. The invoice must detail the hours worked and services performed. The invoice must be mailed to the address specified below and must reference the purchase order number.

Town of Leesburg, Attn: Parks and Recreation, 25 W. Market St, Leesburg, VA 20176
6. Applicable Law and Courts. This 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 Circuit Court of Loudoun County. The Contractor shall comply with applicable federal, state and local laws and regulations.
7. Assignment of Contract. This Contract shall not be assignable by the Contractor in whole or in part without the prior written consent of the Town.
8. Audit. The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Town, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

