



COUNTY OF ROANOKE

FINANCE DEPARTMENT

PURCHASING DIVISION

Kate Hoyt
Buyer

P.O. Box 29800
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018
Phone: (540) 283-8149
khoyt@roanokecountyva.gov

November 9, 2018

REQUEST FOR PROPOSALS

#2019-058

Food, Beverage, Programming, RV Camping, and Retail Services
at
Roanoke County's Explore Park

Sealed Proposals Due:

January 9, 2019

2:00 PM

(Local Prevailing Time)

One (1) unbound original

Five (5) bound complete copies

One (1) electronic copy (USB preferred)

RFP #2019-058 FOOD, BEVERAGE, PROGRAMMING, RV CAMPING, & RETAIL SERVICES AT EXPLORE PARK

GENERAL INFORMATION

Roanoke County is seeking proposals from qualified firms to provide a plan for the development and management, use, and operation of food, beverage, gas, programming, RV camping, and retail services at Explore Park in Roanoke, Virginia.

A non-mandatory Pre-Proposal meeting will be held at 3:00 pm on November 28, 2018, at the Arthur Taubman Center located at 56 Roanoke River Parkway Rd, Blue Ridge Parkway Milepost 115, Roanoke, VA 24014. It is recommended that those intending to submit a proposal attend this meeting. Parks, Recreation and Tourism staff will make a brief presentation and be available for questions.

One unbound original, five (5) bound complete copies and one electronic copy (USB preferred) of the proposals, in a sealed envelope/package, will be received at and until **January 9, 2019, at 2:00 PM (local prevailing time)**, in the Roanoke County Purchasing Division at 5204 Bernard Drive, Suite 300F, Roanoke, Virginia 24018. NO faxed proposals will be accepted. It is the responsibility of the Offeror to ensure that its proposal is received in the Purchasing Division by the above date and time. Any proposal received after the above time and/or date will be returned to the Offeror unopened. Your response must be submitted in a sealed envelope/package, clearly marked "**RFP #2019-058 FOOD, BEVERAGE, PROGRAMMING, RV CAMPING, & RETAIL AT EXPLORE PARK**" on the outside of the envelope/package. The Offeror assumes responsibility for having its proposal delivered on time at the place specified. An agent of the Offeror authorized to make financial and delivery commitments must sign the proposal. As this is a formal, sealed Request for Proposal no information regarding the contents of the proposal or the identity of the Offerors will be discussed until after the negotiation process.

Roanoke County shall provide the mechanism for the evaluation of all information received. Roanoke County reserves the right to make the final determination of responsible Offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. Proposals shall be as thorough and detailed as possible so that the County may properly evaluate the capabilities of the Offeror to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business or firm.

RFP QUESTIONS

Any inquiries regarding submittal of proposal or any questions concerning specifications shall be in writing and sent via mail, fax or email to:

Kate Hoyt, Buyer
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018

Phone: (540) 283-8149
khoyt@roanokecountyva.gov

Written responses, including any questions will be provided on our Purchasing Website in the form of an Addendum. It is the responsibility of the Offeror to periodically check our website for any addendum or sign up for County Email Notification. Questions received within five (5) days of the proposal closing date will be attempted to be answered, but will not be reason to delay the closing time of the proposals.

NO CONTACT POLICY

After the date and time of issuance of this Request for Proposals by the County, any contact

initiated by any Offeror with any County representative, other than the purchasing representative listed herein, concerning this Request for Proposals is prohibited. Any such unauthorized contact may cause disqualification of the Offeror from this procurement transaction.

INTRODUCTION

Roanoke County requests proposals from adventure recreation companies, service providers, operators and similar interested parties (“Firms”) for the purpose of developing a public-private partnership at Explore Park in Roanoke Virginia for the development, construction and management of Food, Beverage, Programming, RV Camping and Retail Services at Explore Park. We invite potential lessors/managers of these Adventure Recreation Amenity Companies, Service Providers and Operators to respond to this RFP. Roanoke County envisions Explore Park as the starting place for individuals and families seeking adventure and enrichment in the outdoors. Roanoke County’s focus will be expanding recreation opportunities such as hiking/biking trails, river access, overnight camping and educational programs based on the park’s unique environmental and cultural history - all while preserving the park’s natural beauty. The Blue Ridge Parkway is already a gateway for many visitors to our region with over 15 million people traveling the parkway annually. Explore Park is located adjacent to and features direct access from the Blue Ridge Parkway.

PROJECT BACKGROUND

Roanoke County has approved a new Master Plan (referred to as the Adventure Plan) and Business Plan (see link to both documents) for Explore Park in 2016. The County desires Explore Park to be redeveloped through a combination of public-private partnerships with developers, operators and concessionaires (firms) over the next five-10 years as a world class Outdoor Adventure Park.

The Plan for Explore Park is comprised of these three documents:

Explore Park Adventure Plan - Guided by extensive public input from interested citizens and stakeholder groups, this document outlines the long-term strategy for the park. It includes recommended amenities, maps, circulation and recommendations for implementation.

Explore Park Business Plan - This comprehensive action plan contains recommendations for funding, staffing, management practices and other helpful tools based on a study of similar recreation attractions nationwide.

Special Places Report - Prepared by nationally known naturalist Michael Gaige, this document tells the cultural, environmental, and geological story of Explore Park to guide educational interpretation and preservation strategies as the park is developed.

Key Amenities in the Adventure Plan currently in operation:

River Access - The Adventure Plan calls for preservation of Explore Park’s 2-miles of Roanoke River frontage, as well as increased public access for recreation such as boating and fishing. These efforts go hand-in-hand with the regional development of a blueway system throughout the Roanoke Valley. Rutrough Point is the access point to the Roanoke River, Smith Mountain Lake and Back Creek.

Mountain Bike Trails- Explore Park has over 14 miles of beginner, immediate and advanced level mountain bike trails open 365 days a year.

Fishing- Explore Park has 2-miles of river front shoreline for fishing available 365 days a year.

Special Events - With a location along the Blue Ridge Parkway and ample parking, Explore Park is well positioned for events such as weddings, cultural arts shows, music festivals and trail racing or biking. Since Roanoke County re-opened the park in 2014, Roanoke County has increased the number and quality of events every year. Roanoke County has created a series of new special events at Explore Park in 2018 that has attracted thousands of visitors. The new events include Adventure Sunday, Artisan Saturdays, Haunted Woods Mini Golf and Holiday Village. Explore Park has also hosted multiple regional races over the last 12 months.

Interpretive Programs - “Rarely does such a combination of high-quality forests, a large river, rugged terrain, and a legacy of settlement and history come together as a large recreation space near an urban area.” Naturalist Michael Gaige opens his special places inventory report with those words, which hint at the unique educational opportunities available at Explore Park. Staff is developing both live interpretive programs with a naturalist, as well as a digital interpretative program that will be available to guests at any time. We offer year round nature education that changes with the seasons.

Outdoor University - Roanoke County already has a positive reputation as one of the area’s leading providers of recreation activities for youth and adults. Over the next few years, Roanoke County will expand the program lineup to include a structured curriculum that introduces beginners to various forms of outdoor recreation. Roanoke County will seek firms to formalize recreation tracks and further develop these programs.

Visitor Center - Roanoke County operates a visitor center that provides tourist information to visitors along with a gift shop, theater and exhibit area. See link to a virtual 360 degree tour: <http://www.seanshannonphotography.com/3d-model/explore-park-visitor-center/skinned/>

Wedding Venue - Explore Park is a popular destination for hosting weddings and wedding parties. Explore Park has a historic church and a modern reception venue onsite. Explore Park currently hosts 25-30 weddings annually.

Mayflower Hills Disc Golf Course - The hills, valleys and stunning vistas within Mayflower Hills Park provide the perfect backdrop for an 18 hole disc golf course. The course opened in May of 2018 and is ranked in the top 5 for disc golf courses in the Commonwealth of Virginia. Regional and National tournaments are held at Mayflower Hills.

Blue Mountain Adventures – Primitive camping and fixed tent sites are available for rental. Camping started in June of 2018. Camping will expand to 50 camping spots over the next 18 months.

Don’s Cab-Inns- In November of 2018, 4 cabins and 4 yurts were opened for rent. Over the next 18 months, cabins and yurts will expand to 18 rental units available.

Key Amenities in the Adventure Plan currently in development within the next 12-24 months:

Bike Skills Park - The Roanoke Region is on its way to becoming nationally recognized for bike amenities. Working closely with biking advocates we’ll be seeking grant and fundraising opportunities to develop a world-class skills park and enhanced mountain bike trails. Located within the park’s core, this amenity will also preserve a pristine natural environment for all to enjoy.

Roanoke River Greenway - Imagine being able to walk or bike from downtown Roanoke all the way to Explore Park in an afternoon. When complete over the next few years, the Roanoke River Greenway will stretch 30 miles from Roanoke County's Green Hill Park in western Roanoke County routing through the Cities of Salem and Roanoke to Explore Park.

Key Amenities in the Adventure Plan currently seeking partners for in the next 24-48 months:

In-River Whitewater Park - Go tubing, kayaking or canoeing through a series of natural rapids, enhanced by in-river features that can be modified depending on water levels. This amenity would be the first of its kind in Virginia.

Overnight Accommodations - The adventure plan calls for a variety of accommodations, built and managed by an outside vendor. Space has been designated for RV camping and two lodges. These are amenities that fit into the region's tourism plan of needs that are currently not being met.

Food/Retail Operations - The Brugh Tavern is available for a distillery, brewery or restaurant operation. Space has also been designated for a gas station and country store that will service the park's new visitors and overnight campers.

Event Venues – Roanoke County envisions the transformation of Houtz Barn into an event stage in Riverside Village. Riverside Village will provide the venue for festivals, concerts and events. The Adventure Plan calls for a second concert venue located on the Bedford County side of the park.

Park Services- Explore Park will offer a full line of programs, activities and outdoor services for families, active adults, children, outdoor enthusiasts. Explore Park will partner with individuals, companies and organizations to offer a robust level of services to park users.

PROGRAM GOALS

Roanoke County has identified the following critical goals to be achieved by any initiative to develop the operations of Explore Park with a combination of public and private outdoor adventure and service providers that will increase the use of the park by Roanoke-Metro area residents and tourists to the region.

1. Develop Explore Park into a destination attraction.
2. Create a positive economic impact to the Roanoke-Metropolitan statistical area.
3. Create public-private partnerships to implement the Adventure Plan for the park through capital improvements, job creation, service delivery and marketing.
4. Develop public-private partnerships that embrace the connection to the Blue Ridge Parkway and the Roanoke-Metro area.
5. Construct new recreation amenities and re-purpose existing structures at Explore Park for service delivery and revenue generation.

PARTNERSHIP GOALS

1. Develop a comprehensive marketing plan that promotes all of the individual partnerships while positioning Explore Park as an east coast mountain destination.
2. Develop an atmosphere of collaboration between private enterprises and Roanoke County that creates a thriving outdoor recreation destination.
3. Apply for grants with private enterprises as opportunities become available.
4. Collaborate with Explore Park partners to develop gateway signage, regional and park signage.

SCOPE OF WORK

Roanoke County is soliciting proposals from qualified firms to provide food, beverage, programming, RV camping and retail services at Explore Park. This will be a long term sub-lease between Roanoke County and the selected firm(s). The Explore Park Adventure Plan provides for the following, but is not limited to, these services:

- Food and beverage services at Brugh Tavern
- Brewery, winery and or distillery exhibition and retail sales
- Food trucks and seasonal concession operations
- Retail sales- fishing licenses, equipment and supplies, mountain biking equipment and supplies, water sports equipment and supplies, apparel, camping supplies, fire wood, guided park experiences and demo equipment.
- RV Campground
- Archery Complex
- Guided programs and excursions

The following specifications are provided for your review and consideration:

It is Roanoke County's objective to establish a partnership with qualified firms who will provide all aspects for planning, designing, building, advertising, scheduling, implementing, and operating a variety of food, beverage, gas and retail services at Explore Park. Roanoke County will award multiple contracts to multiple firms for different types of services. The selected firm(s) shall design, construct and operate the services in the identified areas of the Explore Park Adventure Plan. The selected firm(s) would be responsible for planning, construction and operation of any additional structures necessary to support their operations.

Explore Park has the following Existing Structures and Buildings available to use and re-purpose for food, beverage and retail:

Historic Brugh Tavern restaurant- Dedicated and opened on April 28, 1998 in Explore Park, as an upscale, historic-ambience restaurant. The Tavern was originally located near the Great Wagon Road in Botetourt County. This facility has a full working commercial kitchen, walk in cooler and freezer and a bar area. For a virtual 360 degree tour visit: <http://www.seanshannonphotography.com/3d-model/explore-park-brugh-tavern/skinned/> .This facility is approximately 6675 square feet and is located in Adventure Village.

Arthur Taubman Welcome Center- Dedicated and opened on May 6, 1998, to serve as the gateway to Virginia's Explore Park. Currently serves as a meeting and wedding venue. For a virtual 360 degree tour visit: <http://www.seanshannonphotography.com/3d-model/explore-park-taubman-center/skinned/> . This facility is approximately 7140 square feet and located in Adventure Village.

Blue Ridge Parkway Visitor Center- Roanoke County operates a visitor center that provides tourist information to visitors along with a gift shop, theater and exhibit area. See link to a virtual 360 degree tour: <http://www.seanshannonphotography.com/3d-model/explore-park-visitor-center/skinned/> . This facility is approximately 9460 square feet and is located in Adventure Village.

Slone's Grist Mill- Slone's grist mill was built between 1880 and 1890 in the Turner's Creek section of Franklin County, VA, on the Pigg River by the Slone family. Restoration, which began in 1996, has entailed replicating many 19th century mill components. This facility is approximately 1168 square feet and is located in Riverside Village.

Mountain Union Church- The church was located at the juncture of old Blacksburg Road (State Secondary Road No. 630) and Catawba Road (State Secondary Road No. 665) in the Haymaker area of Botetourt County. It was built in the Neoclassical or Greek revival style and reflects a meetinghouse form of architecture. This facility is approximately 3650 square feet and is located in Adventure Village.

Hofauger House- This home was originally built in 1837. This facility is approximately 1080 square feet. This facility is located in Riverside Village.

Houtz Barn- The German double-crib "bank barn" represents a highly specialized form of architecture. This barn served the needs of the Houtz family's large-scale commercial farming operation on Mason's Creek near present day Salem, VA. This facility is approximately 2450 square feet. This facility is located in Riverside Village.

Kemp's Ford School House - This original one-room schoolhouse was first located near a ford of the Blackwater River in Franklin County. This facility is approximately 460 square feet. This facility is located in Riverside Village

Leninger Cabin- This 1755 replica log cabin was built as a set for the feature length motion picture, "Alone Yet Not Alone", released in 2014. This facility is approximately 280 square feet. This facility is located in Riverside Village.

FORMAT AND CONTENT

The Proposal submitted must be specific and complete in every detail. Proposals must be all-inclusive; they should be practical; prepared simply and economically; and provide a straightforward, concise delineation of how the Proposer will satisfactorily perform the services being sought. The Proposal must clearly delineate the intention of the Proposer as to specifics of their Proposal.

All Proposals will follow the general format listed below; will be tabbed; and each copy will be presented in a 3-ring binder or be in a bound format.

FORMAT OF PROPOSAL:

- A. Table of Contents
- B. Short introduction and summary as to how the proposal will accomplish the scope and intent of this RFP
- C. Narrative
 - Provide a narrative describing all aspects of the Proposal. As a minimum, items to be discussed in detail are:
 1. How will the concession operation enhance the Adventure Plan at Explore Park? Identify the “target audience” to whom the Operation will be directed.
 2. Elaborate on the uniqueness of your Proposal and all of the components of the Proposal.
 3. Identify any special areas, issues or concerns to be considered by the RFP Evaluation Committee may affect the negotiation of a successful agreement. Examples of these areas include, but are not limited to: past performance in a similar contract, financial considerations, operational concerns and length of agreement.
 4. Elaborate on your experience with permitting and planning process for food, beverage, Programming, RV Camping and or retail services.
 5. Included in your summary, please outline any expectations/requirements the Respondent has of Roanoke County for successful implementation of the Respondent’s Proposal.
 6. A summation as to why your proposal should be selected.

Exhibits to be included:

Exhibit A: Contact Person- Provide the name, address, phone number and email address of the Proposer for purposes of notification or other communication relating to the Proposal. Proposals must be signed by a business entity official who has been authorized to make such commitments.

Exhibit B: References - Provide three (3) governmental agencies or private firms with whom you have conducted business transactions during the past three (3) years. At least two (2) of the references named are to have knowledge of your debt payment history.

Exhibit C: Principals - Enumerate, in detail, the duration and extent of the business experience of the principals pertaining to the complex management, operation, maintenance and improvements with food, beverage, RV camping, and retail services. You are encouraged to include photos, videos or other graphic presentations to further demonstrate your experiences with similar facilities.

Exhibit D: Marketing Plan - Provide information describing how you intend to market the services.

Exhibit E: Demonstration of Environmental Excellence - Describe the experience of your organization in demonstrating excellence in environmental protection including preservation principles, methods and techniques.

Exhibit F: Additional Services - Describe any additional services or programs which you desire to provide.

Exhibit G: Litigation, Claims, Judgements or Government Investigations - Provide detailed information of any type of litigation, judgements, claims or government investigation (previous or pending) involving any principal, participant, individual financial backer or investment group or legal business entity associated with this Proposal.

Exhibit J: Fee Schedule - State your proposed fee schedule/revenue sharing plan to be paid to Roanoke County.

Exhibit K: Maintenance Program - Describe in detail your overall maintenance program for the facilities associated with your proposal to include the proposed percentage of revenue to be set aside for the maintenance program. Please state from which type of revenue; i.e.; gross, net of expenses, adjusted gross receipts, this percentage will be calculated from. Provide a clear summation of your maintenance strengths.

Exhibit L: Cash Flow Analysis Pro-Forma - Modify as appropriate and complete a cash flow analysis proforma for the proposed services you intend to provide.

Exhibit M: Conceptual Plan and Timeline - Detail the anticipated timeline for initial planning, permitting and construction of the required and proposed improvements and to when the services would be operational. Provide a conceptual design and layout of the supporting structures.

Exhibit N: Contractual Terms - Provide a detailed list of contractual terms for a public-private partnership with Roanoke County. The list of terms can include but not limited to land lease rates, contract lengths, timeline for implementation, percentages of sales and escalation factors.

Exhibit O: Financial Plan -*This exhibit will only be asked for by Roanoke County of the RFP Respondent should a proposal be selected (**Exhibit O is not required to be included as a part of the Respondent's Proposal**).* The RFP Respondent will have ten (10) days from the date of being requested by Roanoke County to provide the following information. Should the Respondent refuse to provide the information within the timeframe specified herein, or should Roanoke County deem the Financial Plan fiscally unsound, it may be grounds for Roanoke County to reject the top scoring proposal.

- A. Current, audited financial statements that reflect the assets and liabilities of the Proposer. This is required in order to determine if the Proposer has the adequate resources to develop, manage, operate and maintain a concession operation. Failure or

refusal to provide this information may be sufficient grounds for Roanoke County to reject a Proposal.

- B. If this is a new business entity created for the purpose of responding to this RFP, then the following must be made available upon request:
 - 1. Names and addresses of all individuals with a five (5) percent or more interest in outstanding shares or ownership interest.
 - 2. Financial statements of each identified above.
 - 3. Tax returns for three (3) years for each individual above.
- C. Include a financing plan specifying how your plan will be financed if financing is required. Also include documentation supporting the internal availability of equity funds to finance any part of your proposal not financed with debt. Documentation should include identification of possible lenders and terms; audited financial statements from the Proposer and joint venture partners; and copies of relevant corporate income tax returns.
- D. Please redact personal identification information such as social security numbers and tax identification numbers from financial documents being submitted.

EVALUATION CRITERIA

Roanoke County shall provide the mechanism for the evaluation of all information received, the final determination of responsible Offerors, and reserves the right to waive informalities and to accept or reject any or all proposals.

The criteria below will be utilized in the evaluation of qualifications for development of the shortlist of those Offerors to be considered for interviews/demonstrations and/or potential negotiations. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications. The total evaluation will carry a maximum score of 100 and will carry the following weights:

- 25 PTS. A. Development Plan - Overall concept of how the proposal supports the Explore Park Adventure Plan, timetable for development and additional services.
- 25 PTS. B. Completeness of the proposal.
- 25 PTS. C. Experience of the firm with the proposed services.
- 25 PTS. D. Management, Operation and Maintenance Plan – management qualifications, operations plan, financial strength and capability of the firm.

Total: 100 Points

BASIS FOR AWARD

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the County, shall be utilized in the final award. Respondents are encouraged to submit proposals that the respondent feels best meets the needs of Roanoke County. The County will make the final determination of the proposal that best meets the needs of Roanoke County.

COOPERATIVE PROCUREMENT

The procurement of goods and/or services provided for in this Request for Proposals is being conducted pursuant to Virginia Code, Section 2.2-4304.

Therefore, the Offeror or Bidder is advised, and by submitting a response to this procurement, such Offeror or Bidder agrees that any resulting contract from this procurement may in addition to the County of Roanoke, may also be extended to other public agencies or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful Offeror or Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code, Section 2.2-4304.

The County of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful Offeror or Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS-RFP (04/12/2012)

READ CAREFULLY - Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

Wherever the term Roanoke County, County or Roanoke County Board of Supervisors is used it is understood to include the Roanoke County School Board, in addition, any contract awarded from this solicitation may be used by Roanoke County Public Schools and any other public entity for which the County of Roanoke acts as a fiscal or purchasing agent.

SUBMISSION AND RECEIPT OF PROPOSALS

- (a) To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", proposal number and the title of the Request for Proposal and received in the Roanoke County Finance Department/Purchasing Division no later than the specified date and time for the Request for Proposal opening. Failure to timely submit such proposal shall disqualify the Offer and such proposal will be returned to the Offeror unopened. NO FAXED PROPOSALS WILL BE ACCEPTED.
- (b) Unless otherwise specified, Offerors must use the Request for Proposal price form furnished by the County. Failure to do so shall be grounds for rejection of the proposal.
- (c) Proposals having any erasures or corrections must be initialed in ink by the Offeror. An authorized officer of the company must sign proposals in ink. Such authorization shall

be a part of the proposal document. All quotations must either be typewritten or printed in ink.

- (d) The original proposal response must not be permanently bound as to allow for document scanning for internal recordkeeping and one (1) electronic copy on CD/DVD is preferred.

IMPORTANT NOTICE EFFECTIVE 3/14/2011 - ADDENDUMS, BIDS, RFPs, TABULATIONS AND NOTICES OF AWARD:

Vendors may visit <http://roanokecountyva.gov/list.aspx> to sign up to receive emails or text message notices about bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. It is the vendor's responsibility to keep information current in the system in order to receive the notifications. The sign up only requires an email address and/or a cell phone number for receiving text messages (if your phone is capable) and your choice of categories.

Although '**Notify Me**' will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website, , and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 772-2061.

Questions should be directed to:

Kate Hoyt, Buyer
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018

Phone: (540) 283-8149
khoyt@roanokecountyva.gov

ACCEPTANCE OR REJECTION OF PROPOSALS

The County of Roanoke reserves the right to accept or reject any or all offers. The County also reserves the right to award the contract for any such materials, goods or services the County deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the County. Roanoke County reserves the right to make a site visit to the facility prior to proposal award.

PROPOSAL GUARANTY

The Offeror must guarantee not to withdraw a proposal during the period of ninety (90) days following the due date or until a contract is signed; that if such proposal is accepted the Offer will accept and perform under the terms of this RFP, the proposal and any subsequent negotiation and resulting contract.

Modification or withdrawal of a proposal will be executed as outlined in the Roanoke County Procurement Code.

Roanoke County encourages free and open competition. Whenever possible, specifications, proposal invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy Roanoke County's needs and the accomplishment of a sound economical operation. The Offeror's signature on this proposal guarantees that the price offered has been established without collusion with other eligible Offerors and without effort to preclude Roanoke County from obtaining the lowest possible competitive price. The award (s) will be made to the responsible Offeror(s) whose proposal is determined to be most advantageous to Roanoke County based on the evaluation factors set forth in this Request for

Proposal.

Costs of developing and delivering responses to the Request for Proposals are entirely the responsibility of the Offeror.

All materials submitted in response to the RFP become the property of Roanoke County upon delivery to the Roanoke County Purchasing Office and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

SELECTION PROCESS/AWARD OF CONTRACT

As this is a Request for Proposal, no information regarding the identity of neither the vendors nor the contents will be released until after the negotiation process.

Proposals may be ranked without interviews; hence, firms are encouraged to submit their initial proposals as comprehensively as possible.

The selection process will be in accordance with **Section 2.2-4301** of the Code of Virginia:

3(a). Procurement of Professional Services. *The public body shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. The Request for Proposal shall not, however, request that Offerors furnish estimates of man-hours or cost for services. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors.*

At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price 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 price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, a public body may award contracts to more than one Offeror.

Should the public body 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.

3(b). Procurement of other than professional services. *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 factors involved in the Request for Proposal, including price if so stated in*

the Request for Proposal. Negotiations shall then be conducted with each of 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, the public body shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one Offeror.

Should the public body 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.

INVOICES

The contractor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for items ordered, delivered and accepted by Roanoke County. All invoices must show the purchase order/contract number. All contractors need to be properly registered as a payment vendor for the County. An on-line **Vendor Payment Registration** is found on the Purchasing website. All vendors previously registered are still in the system as a payment vendor. This system will no longer be used for notification of IFB/RFP's.

PERFORMANCE BOND

At the time of or prior to the execution of the contract, the County reserves the right to require the successful Offeror to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to the County of Roanoke, in the amount of the contract price.

QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this contract shall be of the best quality available.

ACCEPTANCE OF MATERIAL

Until such time as all the conditions in the contract are fulfilled, the County reserves the right to refuse and return material, at the seller's expense.

WARRANTY/RETURNS

Clearly specify your warranty of product and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

DELIVERY

Time is of the essence for delivery of any items, products or service procured as a result of this contract. If delivery is not made at the time specified on the Request for Proposal or subsequent negotiations, the County reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future County contracts.

DEFAULT

In case of failure to provide goods/services as specified herein, Roanoke County, after due written notice, may procure goods/services from other sources and hold the contractor responsible for any and all excess cost occasioned thereby.

COPYRIGHT OR PATENT RIGHTS

The Offeror warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The Offeror agrees that the County of Roanoke shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

TAX EXEMPTION

The County of Roanoke is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the County will furnish a certificate of tax exemption.

CERTIFICATION AND ABILITY

The County of Roanoke reserves the right to request from the Offeror, a separate manufacturer's certification of all statements made in the proposal. The County may request any or all s to furnish proof of experience, ability and financial standing.

COMPLIANCE WITH LAWS

The Offeror is responsible for compliance with all Local, State and/or Federal laws and regulations. The County of Roanoke shall be held harmless from any liability.

AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

A Contractor organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. All corporations, LLC's and LLP's shall be registered with the State Corporation Commission. To determine whether your firm should register, please contact the SCC.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

RULING LAW

This request for proposals and any contract executed pursuant hereto of which this request for proposal shall be an internal part shall be governed, controlled and interpreted in accordance with the law of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall there by submit to the exclusive jurisdiction of the Circuit Court of the County of Roanoke or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

NONDISCRIMINATION PROVISIONS

During the performance of this contract, the contractor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or nation origin 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. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

INSURANCE

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts; and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; and

Claims for damages because of bodily injury, sickness liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees; and

Claims for damages because of injury in or destruction of tangible property, including loss of use resulting there from.

Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

SPECIAL INSTRUCTIONS:

ANTITRUST

By entering into a contract, the Offeror conveys, sells, assigns and transfers to Roanoke County all rights, title, and interest in and to all causes of the action it may now 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 Roanoke County under said contract.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that Roanoke County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

ASSIGNMENT OF CONTRACT

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

CONTRACT

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the Offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal.

MODIFICATION OF CONTRACT

This RFP and any subsequent contract constitute the entire agreement between the Offer or and Roanoke County. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is put in writing, signed by all parties and attached.

CANCELLATION OF CONTRACT

Roanoke County reserves the right to cancel and terminate any resulting contract, with a 30-day written notice to the contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and/or perform on all services prior to the effective date of cancellation. Cancellation of the contract would become effective the thirty-first day after notification. Data for cancellation of the contract will be gathered by Roanoke County. The

opinion of Roanoke County as to lack of performance will be final and without appeal.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

By signing this proposal, the Offeror certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

KICKBACKS

I certify and warrant that by my signature on this solicitation, neither I nor the Offeror for whom I am authorized to act has offered or received any kickback from any other Offeror, supplier, manufacturer, or subcontractor in connection with proposal on this contract, subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

DEBARMENT

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the County of Roanoke and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The County cannot legally agree to any clause indemnifying the contractor from any damages arising out of the contract or holding the contractor harmless. The submission of a bid or proposal means that the contractor agrees not to request such language in the resulting contract.

DRUG-FREE WORKPLACE

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 violation 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.

DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT

The Proposer certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of any of the following felony or misdemeanor offenses: felony sex or violence offenses, other felony offenses or misdemeanor sex offenses within the past ten years.

The Proposer further understands and acknowledges (1) that if he makes a materially false statement regarding any of the above offenses, he will be guilty of a Class 1 misdemeanor and may forfeit profits derived from the contract. Further, the Proposer understands and acknowledges that before any person is permitted to provide such services subsequent to this certification, he must complete a new certification regarding such person in a form satisfactory to the School Board. The required certification form is attached hereto.

PROPRIETARY INFORMATION

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the REQUEST FOR PROPOSAL 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 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Offeror must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the “Notice of Proprietary Information Form” below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Proposal 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 may result in rejection of the proposal.

NOTICE OF PROPRIETARY INFORMATION FORM
RFP #2019-058 FOOD, BEVERAGE, PROGRAMMING, RV CAMPING AND RETAIL
SERVICES AT EXPLORE PARK

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page #	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C.F.R. 309.5(c) (4).

**RFP# 2019-058 FOOD, BEVERAGE, PROGRAMMING, RV CAMPING AND RETAIL
SERVICES AT EXPLORE PARK**

**DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT
CERTIFICATION OF CONTRACTOR**

Full Name of Contractor:_____

Description of Contract:_____

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

Date:_____

Name of Contractor

By:_____

TITLE

SIGNATURE SHEET
RFP #2019-058 FOOD, BEVERAGE, PROGRAMMING, RV CAMPING AND RETAIL
SERVICES AT EXPLORE PARK

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the RFP.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, The Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County Of Roanoke, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County Of Roanoke, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County Of Roanoke.

I hereby certify that I am authorized to sign as a Representative for the Firm:

COMPANY NAME _____

ADDRESS _____ PHONE # _____

_____ FAX # _____

_____ EMAIL _____

FEIN _____ VA BUSINESS LICENSE NO. _____

STATE CONTRACTOR'S NUMBER (IF APPLICABLE) _____

VIRGINIA SCC # OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO

AUTHORIZED PER VA CODE §2.2-4311.2 _____

SIGNATURE _____ DATE _____

NAME _____ TITLE _____

To receive consideration for award, this signature sheet must be returned to the Purchasing Division, as it shall be a part of your response.