



Loudoun County, Virginia

REQUEST FOR PROPOSAL

CONCESSION FOOD SERVICES (SUPPLEMENTAL)

ACCEPTANCE DATE: ONGOING (See Section 1.0*)

RFP NUMBER: RFQ 648812

ACCEPTANCE PLACE: Department of Finance and Procurement
Division of Procurement
1 Harrison Street, SE, 1st Floor
Drop Box labeled "**Procurement Bids and Proposals**"
Leesburg, Virginia 20175

PLEASE NOTE: An **OPTIONAL VIRTUAL** Pre-Proposal Conference will be held on March 15, 2024 at 11:00 a.m. via **MS TEAMS** for the clarification of any questions on the scope of services.

In order to ensure that your firm's participation in this conference is acknowledged, follow the recommended registration process below for the method your firm will use for attendance.

Computer, Mobile App, or Room Device: When joining the **MS TEAMS** meeting, you should be prompted to enter "name", enter your firm's name. Once your firm is admitted to the Virtual room, use the chat feature to virtually sign-in. The chat message should contain the following: firm's name; representative; firm's address; firm's phone; and firm's e-mail address.

Call In (Audio Only): Register the phone number your firm will use to call into the meeting with the Contracting Officer by e-mail at Heather.DeHaven@loudoun.gov, prior to the meeting, but not later than March 14, 2024 prior to 4:00 p.m. E-mails sent after 4:00 p.m. on March 14, 2024 to register will not be acknowledged. The e-mail to register the firm's phone number should contain the following: firm's name; phone number used to call into the meeting; representative; firm's address; firm's phone; and firm's e-mail address.

Below is the link to join the meeting.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 257 892 298 673

Passcode: dU52LR

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 757-600-4923,,556025275#](#) United States, Virginia Beach

Phone Conference ID: 556 025 275#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

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

Heather DeHaven, NIGP-CPP

Contracting Officer

(703) 777-0128

(703) 771-5097 (Fax)

E-mail address: Heather.DeHaven@loudoun.gov

This document can be downloaded from our web site:

www.loudoun.gov/procurement.

Issue Date: March 1, 2024

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

REQUEST FOR PROPOSAL

CONCESSION FOOD SERVICES (SUPPLEMENTAL)

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Prepared By: /s/ Heather DeHaven, NIGP-CPP Date: March 1, 2024
Contracting Officer

CONCESSION FOOD SERVICES (SUPPLEMENTAL)

1.0 PURPOSE

The purpose of this Request for Proposal (RFP) is for the County of Loudoun, Virginia (County) to obtain proposals from interested firms specializing in food service operations to provide concession food services at the Parks, Recreation, and Community Services (PRCS) parks set forth in Section 4.7 Location(s)/Site(s) Information. The successful offeror(s) will serve park patrons with premium customer service, offering quality food and beverage items at an affordable price.

Based on the quality and quantity of the proposals received, the County intends to award Contracts to one (1) or more offeror(s) and some sites may have more than one (1) successful offeror.

This is an ongoing RFP. Proposals may be submitted at any time throughout the contract period as stated in Section 5.2. The County will review proposals as they are submitted. Contracts will be awarded when there is a need for services.

****In order for firms to be awarded contracts by May 1, 2024, the initial proposals must be received by the Division of Procurement prior to 4:00 p.m., local "Atomic" time April 5, 2024.***

2.0 COMPETITION INTENDED

It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

The County hosts a variety of regional and national level baseball, softball and soccer as well as other types of tournaments beginning in March and ending mid-November. The tournaments have contracted vendors for these services since 1997. When the County contracted vendors, a combination of one day and tournament contracts were used through the leagues and concessionaires.

The tournaments attract approximately 750 to 4,000 visitors per tournament. Philip Bolen Memorial Park, Brambleton Community Park, Claude Moore Park Sportsplex, Edgar Tillet Memorial Park, Hal and Berni Hanson Regional Park, and Potomack Lakes Sportsplex have concession stands.

Food and beverage items currently served at the concession stands include, but are not limited to hamburgers, hot dogs, pizzas, chips, soft drinks, pretzels and ice cream. Food and beverage items offered at each location may vary dependent on the equipment available at each concession stand, the Contractor's resources, and/or the Contractor's ability. Multiple locations include sinks, refrigerators, fryers, pizza warmers, freezers, hot dog rotisserie, and ice machines; refer to

Section 4.7 Location(s)/Site(s) Information and Section 8.3 Inspection of Site for specifics.

The concession stands at Brambleton Community Park, Philip A. Bolen Memorial Park: Fields 8 through 11, and all four (4) concession stands at Hal & Berni Hanson Regional Park have been awarded to firms for the period of March 1, 2024 through February 28, 2025.

4.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide:

4.1 Typical Activities

The following types of activities will occur at each location: league practices, league games, Tournaments, fund raising events such as bat-a-thons, and other special events.

Scheduled use at all parks is predominately league games during the week (Monday through Friday) and a mixture of league and Tournament play on the weekends. Game schedules for each location will be provided as soon as they are available.

4.2 General Requirements

The Contractor shall furnish all labor, fuel, materials, quality food and beverage items, affordable menu selections, equipment, insurance, and health permits to perform all work as described and required for the provision of food services at the Brambleton Community Park, Claude Moore Park Sportsplex, Edgar Tillet Memorial Park, Philip A. Bolen Memorial Park, Hal and Berni Hanson Regional Park, and/or Potomac Lakes Sportsplex. Copies of health permits and insurance certificates shall be submitted to the County 30 days prior to the start of any work. The Contractor shall open the concession stand(s) and/or Contractor mobile concession unit(s) at least 15 minutes before the opening Tournament games and shall remain open during the entire period that the scheduled Tournament games are in session.

The Contractor shall be responsible for obtaining, and properly displaying, all required permits and licenses to comply with Virginia Department of Health rules and regulations.

The offeror shall have sufficient financial capacity, working capital, and other financial, technical, and management resources to perform the requirements of this contract. The County reserves the right to ask for additional financial information if the County thinks it is necessary to determine responsibility.

The County will provide outside trash receptacles. It is the responsibility of the vendor to remove trash and garbage from all food service areas and place inside of County provided receptacles and designated dumpster.

4.3 Typical Operating Schedule

The actual operating hours may vary from park to park. Below is a typical operating schedule of when the concession stands and/or Contractor mobile concession units may be open at the parks when scheduled games or practices are occurring or when the concession food services are provided for the general public:

Concessions General Operating Schedule	
<i>Days of the Week</i>	<i>Time</i>
Monday through Friday	5:30 p.m. - 9:30 p.m.
Saturday & Sunday	8:00 a.m. - 8:30 p.m.
Tournaments and Games Weekdays & Weekends	Required as scheduled.

Peak hours would be defined as March 15th through November 15th, Monday through Friday, 3:00 p.m. to 7:00 p.m. on school days and 12:00 p.m. to 7:00 p.m. once school closes for summer in Loudoun County. Saturday and Sunday peak hours are 11:00 a.m. to 7:00 p.m.

4.4 Scheduling Concession Food Service Operating Hours

Operating hours will vary from park to park depending on the actual schedule of sporting events that includes, but is not limited to, league practices, league games, Tournaments, fundraising events such as bat-a-thons and other special events. The specific operating hours of the concession stand(s) and/or Contractor mobile concession unit(s) will be finalized with the Park Manager two (2) weeks in advance. The Contractor shall provide concession food services for all Tournaments for their awarded location(s)/site(s). All other operating hours will be at the discretion of the Contractor.

4.5 Special Events

All parks conduct several events during the year with an estimated attendance of 500 to 4,000 patrons or more such as the July 4th Celebration, Food Truck Fair LoCo KidsFest, and the Autumn Fair and Craft Festival, typically held on weekends throughout the year. **Food service during these types of events is outside of the vendor's exclusive right to sell food and beverage items, but the Contractor may be requested to provide concession food services during special events.**

4.6 Operations

The Contractor shall have the exclusive right, at their awarded location(s)/site(s) during the term of the contract, to sell soft drinks, food, and confection items at the Brambleton Community Park, Claude Moore Park Sportsplex Kiosks, Phillip Bolen Memorial Park, Potomac Lakes Sportsplex, Hal and Berni Hanson Regional Park, and/or Edgar Tillet Park

in compliance with all ordinances and regulations applicable to its operations. The Contractor shall provide service to customers at least 15 minutes before all Tournament games and shall remain open during the entire period that the scheduled Tournament games are in session. The Contractor exclusive right to sell does not apply to special events that may be held at the parks such as Tournament Opening Ceremonies, and other non--sports related festivals. The County reserves the right to bring in other food and beverage vendors for these events. This solicitation does not include any activities hosted at The Lodge at Hanson Park. The Contractor may not use the concession stand(s) for functions/activities other than for food service for the park patrons.

4.7 Location/Site Information

- A. **Brambleton Community Park** is located at 22389 Belmont Ridge Road, Ashburn, Virginia 20148 (west Brambleton). The park contains four (4) full-size and two (2) smaller baseball/softball diamonds. There is one (1) concession stand at this park. This facility only has sinks; there is one (1) three (3) compartment sink, one (1) hand washing sink, and one (1) mop sink.
- B. **Claude Moore Park Sportsplex** is located at 46150 Loudoun Park Lane, Sterling, Virginia 20164. The park contains three (3) lighted softball fields, four (4) lighted baseball fields, one (1) football practice field, and one (1) lighted football game field. There are two (2) concession stands at this park with a small ice machine, sink, water heater, and restroom facilities.
 - 1. Kiosk @ Baseball Diamonds 1 through 5
 - 2. Building @ Fields 9 and 10
- C. **Edgar Tillet Memorial Park** is located at 21561 Belmont Ridge Road, Ashburn, Virginia 20147. The park features four (4) fields that are used for baseball/softball. There is one (1) concession stand at this park. This facility only has sinks. There is one (1) three (3) compartment sink, one (1) hand washing sink, and one (1) mop sink.
- D. **Philip A. Bolen Memorial Park** is located at 42405 Claudia Drive, Leesburg, Virginia 20175. The park contains Americans with Disabilities Act (ADA) accessible multipurpose trail, five (5) lighted youth/adult baseball fields, four (4) lighted adult baseball/softball fields, two (2) lighted football/lacrosse fields, six (6) lighted soccer/field hockey fields, batting cages, picnic areas, nature programs and trails, restroom facilities and a visitor center. There are two (2) paved concession areas at this park.
 - 1. Fields 3 through 7
 - 2. Fields 8 through 11
- E. **Potomack Lakes Sportsplex** is located at 20280 Cascades Parkway, Sterling, Virginia 20165. The park contains four (4) lighted

adult softball fields, six (6) lighted soccer fields, one (1) playground, a meeting room, a score booth, and one (1) concession stand with ample counter space, large ice machine, fountain soda dispenser, bottled refreshment, refrigerator, freezer, and sink.

F. Hal & Berni Hanson Regional Park (Hanson Park) is located at 22831 Hanson Park Drive, Aldie, Virginia 20105. With over 500,000 users, daily use of the park has exceeded expectations. Hanson Park is a destination park with many other activities and amenities outside of sports field use. The park amenities draw large crowds seven (7) days a week. The park amenities include 17 ball fields, four (4) lighted baseball/softball diamonds, 12 lighted soccer rectangles and two (2) of them with synthetic turf, lighted cricket pitch, a nature center, a lodge for meetings and parties, an amphitheater, a large central playground, splash pad, skate park, four (4) lighted tennis/pickleball courts, basketball courts, disk golf course, ponds and nature walking trails. Hanson Park has four (4) concession stands located around the park. The largest concession stand is located in an area referred to as "Championship Plaza" which is near the large playground, splash pad, skate park, basketball courts and tennis/pickleball courts. The Contractor awarded the "Championship Plaza" concession stand shall open the concession stand during peak operating hours, even on days when there are no games or practice scheduled unless directed otherwise by the County. The other three (3) concession stands are strategically placed near the diamonds and cricket complex as well as the rectangle fields. Concession locations may include the following: sinks, refrigerators, fryers, pizza warmers, freezers, hot dog rotisserie, and ice machines.

1. Building H2 (23345 Hanson Park Dr Aldie, 20105)
2. Building G2 (23171 Hanson Park Dr)
3. Building H1 (41845 Correspondent Dr)
4. Building G1 (41894 Correspondent Dr)

4.8 Concession Menu Item Selection

The concession stand(s) and/or Contractor mobile concession unit(s) should offer for sale a selection of quality soft drinks, juices, candy, and food items typically found at neighborhood concession stands. The concession stand(s) and/or Contractor mobile concession unit(s) should offer quality sandwiches and other food items that would constitute a full meal. Healthy snack food alternatives geared towards both children and adults should be available at the concession stand(s) and/or Contractor mobile concession unit(s).

4.9 Audit

The Contractor shall furnish to the County an income statement covering each quarter's operation of the total concession sales not later than 30 days

after the close of each three (3) months of operation. This information will be utilized to ensure accurate calculation of percentage of net sales due to PRCS in accordance with Section 5.21 Invoicing and Payment.

<u>Quarterly Operation Reporting Period</u>	<u>Report Due Not Later Than</u>
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30
October 1 – December 31	January 30

4.10 Contractor Staff

The Contractor shall have a sufficient number of concession attendants to render premium customer service in a quick and efficient manner to patrons. Concession attendants shall at all times reflect personal cleanliness. Unkempt and unclean attendants shall not be accepted. Concession attendants shall at all times be polite and courteous in their dealings with patrons. Concession attendants shall not unreasonably disturb or offend spectators or interfere with the program event in progress. The Contract Administrator or their designee shall be the sole judge in the determination of such matters.

4.11 Maintenance

The Contractor shall at all times maintain compliance with all federal, state and local laws, ordinances and administrative regulations concerning food and beverage preparation, storage, advertising, purity, quality, service, and premise sanitation. The Contractor shall be responsible for the sanitation and cleanliness of the concession area and the equipment contained within said area. The Contractor shall maintain and clean all equipment including equipment owned by the County. The Contractor shall remove all trash from concession area and place in dumpsters. The Contractor shall perform and complete the maintenance herein at the close of each operation day without exception. (The Contractor is NOT responsible for cleaning the restrooms.)

4.12 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 are commercial icemakers for the Contractor's use at Potomac Lakes Sportsplex and the Claude Moore Park Sportsplex Kiosks. All locations include sinks and preparation tables. Please refer to Section 4.7 Location(s)/Site(s) Information for a list of additional equipment at each park.

4.13 Special Conditions

- A. The County shall provide at its sole cost and expense all electrical current, water, and other utilities required for the food service operation.
- B. The general condition and safety of the premises will be maintained in accordance with the Code of Virginia and the Virginia Department of Health, and any maintenance, repairs, or improvements to the premises shall be the sole responsibility, cost and expense of the County. County staff shall have access to each park concession area to perform these tasks.
- C. The sale of alcohol, tobacco products, unshelled peanuts, unshelled nuts or any kind, unshelled sunflower seeds, and chewing gum will not be allowed at any park sites. Alcohol is prohibited on County Park property at all times.

Note: A unshelled nut is defined as a nut that has not had the shell removed.

- D. The Contractor is responsible for obtaining and maintaining the necessary permits as regulated by the Loudoun County Health Department.
- E. Prices for all food and beverage being sold by the Contractor on County premises shall be sold at fair market price. The Contractor shall post its menu and price structure for food and beverage available for all customers. Prices shall not be higher than those charged at other comparable concession stand facilities for the same type and quality product.
- F. The County shall install vending machines, maintain, and collect all revenue generated from those vending machines unless stated otherwise in the negotiated Agreement for Service. The vending machines, at the concession areas, shall only be operable when the Contractor is not providing concession services on the premises.
- G. The Contractor shall provide the County with a percentage of net sales less Virginia sales tax, due with quarterly reporting. Checks should be made payable to County of Loudoun, Virginia and remitted in accordance with Section 5.21 Invoicing and Payment. The Contractor shall retain all remaining proceeds.

4.14 Quality of Service

The Contractor shall be responsible for providing premium customer service offering quality food and beverage items at an affordable price. All complaints received by the Contractor must be reported verbally to the County within 24 hours and followed up in writing within ten (10) working days. Any menu item that receives three (3) or more complaints shall be removed from the Contractor's menu and replaced with a suitable

comparable menu item unless a written exception has been provided by the Contract Administrator. The County reserves the right to reject the type of service and the quality of food and drink products and requires that undesirable elements of service, food, and drink be discontinued or remedied. Failure of the Contractor to take appropriate action after notification, in writing, from the County may result in the cancellation of the contract.

4.15 Kickoff Meeting

Upon the award of this contract, the Contractor shall participate in a Kickoff Meeting hosted by the Contract Administrator to discuss contract requirements and the transition process.

5.0 TERMS AND CONDITIONS

The Agreement for Service ("Contract" or "Agreement") with the successful offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace as well as to provide offeror's additional or alternate Contract terms may result in rejection of the proposal. **While the County may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (*) are mandatory and non-negotiable.**

5.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director of the Department of Parks, Recreation and Community Services or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director of the Department of Parks, Recreation and Community Services or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.

5.2 Term

The Contract shall cover the period from May 1, 2024 through February 28, 2025, or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to four (4) one (1) year periods. Unless otherwise agreed to by the parties or as may be required by law, any renewal shall be based on the same percentage of net sales returned to the County, terms and conditions as the initial term.

5.3 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to make a timely replacement of rejected items/services when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

5.4 Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Safety Data Sheet (SDS) when received. This SDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the SDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

5.5 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

5.6 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

5.7 Insurance

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with

the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:

1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$100,000
2. General Liability:

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000
aggregate	
Fire Damage Legal Liability:	\$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis
3. Automobile Liability:

Combined Single Limit:	\$1,000,000
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D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. 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 payments until the new certificate is furnished.
2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

 - a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or
 - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
4.
 - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
 - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder

surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.

5. a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
 - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
 - c. Any certificates provided shall indicate the Contract name and number.
6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
 7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.

- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

5.8 Hold Harmless

The Contractor shall indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their

employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

5.9 Safety

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

5.10 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County will waive any fees involved in securing County permits.

5.11 Notice of Required Disability Legislation Compliance *

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

5.12 Ethics in Public Contracting *

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

5.13 Employment Discrimination by Contractors Prohibited*

Every Contract of over \$10,000 shall include the following provisions:

- 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, disability, status as a service-disabled veteran, 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.

5.14 Drug-free Workplace*

Every Contract over \$10,000 shall include the following provision:

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 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 a controlled substance or marijuana during the performance of the Contract.

5.15 Faith-Based Organizations*

The County does not discriminate against faith-based organizations.

5.16 Immigration Reform and Control Act of 1986*

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

5.17 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

5.18 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein or as may be agreed to by the parties in a written amendment to this Agreement. Oral or written but unsigned agreements to the contrary will not be recognized.

5.19 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites wear a uniform and have photo identification (frontal face). This identification must be

prominently displayed at all times. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment.

5.20 Exemption from Taxes*

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

5.21 Invoicing and Payment

The contractor shall furnish to the County Contract Administrator an income statement covering each quarter's operation of the food service operation not later than thirty (30) days after the close of each three (3) months of operation. This information will be utilized to ensure accurate calculation of fees due to PRCS.

As stated in Subsection 4.13.G of Special Conditions, the contractor shall provide the County with a percentage of net sales less Virginia sales tax, due with quarterly reporting. The contractor shall retain all remaining proceeds.

*Checks shall be made payable to **County of Loudoun, Virginia** and remitted to:*

County of Loudoun, Virginia
Attn: Dave Carver
PO Box 7800
Leesburg, Virginia 20177-7800

5.22 Payments to Subcontractors*

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

5.23 Assignment*

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

5.24 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs. Additionally, if an issue arises that relates to the health and safety of park patrons then the County may terminate immediately, at its sole discretion, and without notice to the Contractor.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, 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.

5.25 Contractual Disputes*

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

5.26 Severability*

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

5.27 Governing Law/Forum*

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

5.28 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or

(c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

(TBD)

TO COUNTY:

County of Loudoun, Virginia
Division of Procurement
Attn: Heather DeHaven

Via delivery method (a) or (b)

1 Harrison Street, SE, 1st Floor
Drop Box labeled

"Procurement Bids and Proposals"

Leesburg, Virginia 20175

Or

Via delivery method (c)

P.O. Box 7000

Leesburg, Virginia 20175

Public access to County facilities is extremely limited. The mailing or delivery by an agent of notice is preferred. However, if a notice is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, Virginia 20175 ONLY in the **Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.**

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

5.29 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

5.30 Authority to Transact Business in Virginia *

A Contractor organized as a stock or nonstock 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.

5.31 No Smoking

Smoking in all County buildings is prohibited. The County may designate a smoking area outside County facilities. The Contractor shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. The Contractor shall inquire of the Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County's no smoking policies may lead to removal of Contractor employees and possible Contract termination.

5.32 Background Checks

Background checks of contractor employees and/or subcontractors may be conducted at the discretion of the County after the Contractor identifies those persons who will be working under the Agreement. When this occurs, the Contractor shall not send any workers to the job site whose information has not been provided for the County's background check. The background checks will be paid for by the County. If it is determined in the County's sole judgment, that an individual is not suitable due to the results of a background check, the County has right of refusal for that individual. If the Contractor needs to have materials delivered to the job site, deliveries from outside vendors must be approved in advance by the County Contract Administrator.

5.33 Confidentiality

A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such

disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

The County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. Contractor acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

5.34 Liquidated Damages

Time is of the essence when providing concession food services to customers at the Parks, Recreation and Community Services (PRCS) set forth in Section 4.7 Location(s)/Site(s) Information. The County and its customers will suffer damages if the Contractor does not comply and operate in accordance with Section 4.6 Operations. The County, however, is unable to precisely quantify actual damages for inadequate operation under this Contract. Therefore, the County may apply liquidated damages for inadequate operation. The County has assigned an amount of liquidated damages for inadequate operation. These liquidated damages can be found below.

Infraction	Amount of Damages
1st Offense: Failure to Meet Requirements of Section 4.6 Operations	\$100.00
2nd Offense: Failure to Meet Requirements of Section 4.6 Operations	\$250.00
3rd Offense: Failure to Meet Requirements of Section 4.6 Operations	\$500.00
4th Offense: Failure to Meet Requirements of Section 4.6 Operations	Termination for Cause

The County will inform the Contractor of any infraction when it is brought to the County's attention. The Contractor will have five (5) business days to research the infraction and respond to the County. The County will also

inform the Contractor of the result of the County's investigation(s) into the infraction(s). Based on this information, the County will inform the Contractor of any liquidated damages that may be applied.

The County's waiver or failure to assess liquidated damages in any circumstance does not negate or abridge Loudoun County's right to assess such damages in the future for the same type of infraction(s).

5.35 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

5.36 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

5.37 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, and Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

5.38 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

6.0 **EVALUATION OF PROPOSALS: SELECTION FACTORS**

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

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

- A. Credentials and Related Experience – **25 points**
- B. Concession Menu Selection and Competitive Value – **20 points**
- C. Concession Operation and Technical Approach – **10 points**
- D. Compliance with Contract Terms and Conditions – **5 points**
- E. Planned Hours of Operation for Concession Stand(s) by Location(s)/Site(s) – **10 points**
- F. Percentage of Net Sales Returned to the County – **30 points**

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

7.0 **PROPOSAL SUBMISSION FORMAT**

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be rejected.

7.1 Credentials and Related Experience

- A. The Offeror shall state what experience they have in providing general food services and/or concession services. Experience should be similar to the scope of service contained in this RFP.
- B. All offerors shall include with their proposals a list of at least three (3) current references for whom comparable work has been

performed. References shall be provided on Attachment #1 – References and include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be ample cause for rejection. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

7.2 Concession Menu Selection and Competitive Value

- A. Offerors shall describe in detail what type of food service they will provide (i.e., vending, food preparation, etc.).
- B. Offeror shall list in detail the types of food, drink or snack food and confection items they intend to provide by name and price.
- C. Offerors shall list the equipment and supplies they will provide.
- D. Offerors shall provide a general pricing schedule for the items to be provided.

7.3 Concession Operation and Technical Approach

Provide a narrative addressing how you will operate the concession stands taking into consideration the requirements in this RFP.

7.4 Compliance with Terms and Conditions

State your firm's compliance with the County's Contract Terms and Conditions as listed in Section 5.0 Terms and Conditions. Any exceptions to the contractual terms and conditions shall be stated. Specifically list any deviations and provide justification.

7.5 Planned Hours of Operation for Concession Stand(s) by Location(s)/Site(s)

Offerors shall provide a proposed schedule of operating hours for the concession stand(s) and/or Contractor mobile concession unit(s).

7.6 Percentage of Net Sales Returned to the County

Offerors shall state the percentage of net sales that will be returned to the County less Virginia sales tax for each selected location(s)/site(s).

8.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

8.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the **ENTIRE** solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
- B. Percentage of Net Sales Returned to the County must be submitted on RFP proposal submission form. Include other information, as requested or required.

- C. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening, the title of the RFP, the name of the firm, and the firm's complete return address.
- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the offeror are to be returned with the proposal.
- F. ***The initial proposals must be received by the Division of Procurement prior to 4:00 p.m., local "Atomic" time on April 5, 2024 in order to be considered for award on May 1, 2024.*** Subsequent proposals will be accepted on an ongoing basis and awarded accordingly. Local time can be verified by visiting <http://www.time.gov> and selecting Eastern time. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals will be publicly accepted and logged in at the time and date specified above.
- G. Proposals may be submitted via one of the following options:
- US Mail to:**
County of Loudoun, Virginia
Division of Procurement
PO Box 7000
Leesburg, Virginia 20177-7000.
- OR
- Hand delivered to:**
County of Loudoun, Virginia
Division of Procurement
1 Harrison Street, S.E. 1st Floor
Procurement Bids and Proposals Drop Box
Leesburg, Virginia 20175
- OR
- Private carrier (UPS/FedEx) to:**
Loudoun County Procurement
1 Harrison Street, S.E.,
ATTN: PROCUREMENT BIDS & PROPOSALS
Leesburg, Virginia 20175

Faxed and e-mailed proposals will not be accepted.

Please note: Offerors choosing to submit proposals via US Mail or UPS/FedEx should allow at least an additional twenty-four (24) hours in the delivery process to ensure bids are received on time.

- H. Each firm shall submit one (1) original and one (1) electronic copy (in PDF format) on a USB flash drive of their proposal to the County's Division of Procurement as indicated on the cover sheet of this RFP.

8.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received by **12:00 p.m. March 19, 2024**. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from www.loudoun.gov/procurement.

8.3 Inspection of Site

It is strongly recommended that all offerors make an on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. Failure to comply with this requirement will not relieve the successful offeror of his obligation to carry out the scope of the resulting contract. Inspections may be arranged by contacting Dave Carver at Dave.Carver@loudoun.gov.

8.4 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

8.5 Unit Price

Quote unit price on quantity specified and extend and show total. In case of errors in extension, unit prices shall govern.

8.6 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to § 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.**

Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

8.7 Authority to Bind Firm in Contract

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

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign, or "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

8.8 Withdrawal of Proposals

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

8.9 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

8.10 References

All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of proposal as non-responsible. Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

8.11 Use of Brand Names

Unless otherwise provided in a Request for Proposal, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the RFP is descriptive -- NOT restrictive -- it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If offering on other than reference or specifications, proposal must show manufacturer, brand or trade name, catalog number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with proposal. Samples may be required. If offeror makes no other offer and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Offerors must certify that item(s) offered meet and/or exceed specifications.

8.12 Late Proposals

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

8.13 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

8.14 Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

8.15 Proposed Changes to Scope of Services

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

8.16 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall

provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

8.17 Notice of Award

A Notice of Award will be posted on the County's web site (<https://www.loudoun.gov/bids.aspx>).

8.18 Protest

Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Finance and Procurement.

8.19 Debarment

By submitting a proposal, the offeror is certifying that offeror is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.

8.20 Proof of Authority to Transact Business in Virginia

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov>.

8.21 Cooperative Procurement

As authorized in § 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.

8.22 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

8.23 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for the County.

8.24 Legal Action

No offeror or potential offeror shall institute any legal action until all statutory requirements have been met.

8.25 Certification by Contractor as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will work under this Agreement have been convicted of a felony.



Loudoun County, Virginia

Division of Procurement
1 Harrison Street, 4th Floor
Leesburg, Virginia 20175

CONCESSION FOOD SERVICES (SUPPLEMENTAL)

9.0 PROPOSAL SUBMISSION FORMS

THE FIRM OF: _____

Address: _____

FEIN _____

Hereby agree to provide the requested services as defined in Request for Proposal No. RFQ 648812 and return the percentage of net sales to the County as stated in the proposal.

Location Preference	Location/Site	% of Net Sales Returned to the County
	Brambleton Community Park	%
	Claude Moore Park Sportsplex (All)	%
	Kiosk @ Baseball Diamonds 1 through 5	%
	Building @ Fields 9 and 10	%
	Edgar Tillet Memorial Park	%
	Philip A. Bolen Memorial Park (All)	%
	Fields 3 through 7	%
	Fields 8 through 11	%
	Potomac Lakes Sportsplex	%
	Hal and Berni Hanson Park (All)	%
	Building H2 (23345 Hanson Park Dr Aldie, 20105)	%
	Building G2 (23171 Hanson Park Dr)	%
	Building H1 (41845 Correspondent Dr)	%
	Building G1 (41894 Correspondent Dr)	%

State the Percentage of Net Sales less Virginia sales tax that will be returned to the County by location/site. Identify location preference in numerical order on the space in front of the park name or concession stand above.

- A. Return the following with your proposal. If offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM:	INCLUDED: (X)
1. W-9 Form (8.22):	_____
2. Certificate of Insurance (8.23):	_____
3. Addenda, if any (Informality):	_____

- B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsible and/or outright rejected. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal (8.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any:	_____
2. Proof of Authority to Transact Business in Virginia Form (5.30):	_____
3. Attachment #1 - References:	_____
4. Proposal Submission Format (7.0):	_____
5. One (1) Original Submission and One (1) Electronic Copy On USB (8.1.H):	_____

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail: _____

Name of person authorized to bind the Firm (8.7): _____

Signature: _____ Date: _____

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.



PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeree organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeree that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeree described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number. The Bidder:**

☐ is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE** >>** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (The County reserves the right to determine in its sole discretion whether to allow such waiver): ☐

Please attach additional sheets of paper if you need to explain why such bidder/offeree is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeree

Date

Authorized Signature

Print or Type Name and Title

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFQ 648812

Please take the time to mark the appropriate line and return with your proposal.

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

☐ Other _____

SERVICE RESPONSE CARD

RFQ 648812

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: _____

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

Please return completed form to: Procurement Division • PO Box 7000 • Leesburg, VA 20177



Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MWCOCG") and the Baltimore Metropolitan Council ("BMC") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

- 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2 To provide to MWCOCG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3 Contract obligations rest solely with the participating entities only;
- 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

ATTACHMENT #1 – REFERENCES

THE FIRM OF: _____

Offerors shall provide references on this form.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Type of Services Provided: _____
2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Type of Services Provided: _____
3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Type of Services Provided: _____
4. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Type of Services Provided: _____