

**County of Pulaski  
Request for Proposal**

**Randolph Park Concessions (Pool and Ball Field Facilities and outlying park areas)**

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NOTICE TO VENDORS, CONTRACTORS, PROPOSERS: Please verify that all attachments listed and marked as enclosed are present in the proposal package. Please notify the County of Pulaski of any discrepancies immediately. Failure on the part of any vendor, contractor, or proposer will not relieve same from meeting any and/or all requirements of any documents inadvertently omitted.

January 9, 2023

The Southwest Times  
P.O. Box 391  
Pulaski, VA 24301  
To Whom It May Concern:

Please advertise the following request for proposal as a line ad in the Classified (legal) section of the Southwest Times. A bill and certificate should be mailed to:

Shay Dunnigan  
Director of Parks and Recreation, County of Pulaski  
"Randolph Park Concessions" (Pool and Ball Park Facilities and outlying park areas)  
143 Third Street, NW, Suite 1  
Pulaski, VA 24301

Should you have any questions or problems with advertising at the requested time, please telephone me at 540.994.2587. Thank you for your attention to this request.

Sincerely,

Shay Dunnigan

Enclosure

January 9, 2023

Patriot  
P. O. Box 2416  
Pulaski, VA 24301

To Whom It May Concern:

Please advertise the following request for proposal as a line ad in the classified (legal) section of the Patriot. A bill and certificate should be mailed to:

Shay Dunnigan  
Director of Parks and Recreation, County of Pulaski  
"Randolph Park Concessions" (Pool and Ball Park Facilities and outlying park areas)  
143 Third Street, NW, Suite 1  
Pulaski, VA 24301

Should you have any questions or problems with advertising at the requested time, please telephone me at 540.994.2587. Thank you for your attention to this request.

Sincerely,

Shay Dunnigan

Enclosure

**ADVERTISEMENT AND PUBLIC NOTICE  
REQUEST FOR PROPOSALS**

**Randolph Park Concessions (Pool and Ball Park facilities and outlying park areas)**

The County of Pulaski, Virginia is seeking proposals for concessions at Randolph Park. This includes services in the entire park which includes the Pool Facility (Evelyn Alexander Water Park), Ball Fields and all outlying areas of the park. The pool concession kitchen facility is currently equipped more for commercial style food preparation. Equipment in the facility are for the preparation of food products that are oven baked or heated. The kitchen is not equipped for the preparation of food required to be cooked on a stove top or grease cooked. The kitchen equipment consists of a double oven, hot dog machine, deep fryer, microwave, ice machine, three bay sink, refrigerators, two freezers, and prep tables. The ball park kitchen facility does not have as many amenities as the pool facility. The equipment consists of three bay sink, prep tables, refrigerator, hot dog maker and ice machine. There is no hood system nor equipment conducive for cooking. Usages include warming of foods via microwave, selling pre-packaged foods, drinks, candies, and other items that can be cooked in crock pot. Items cooked offsite and sold may be allowed based on health department regulations. If the selected vendor has the capability to provide concessions via mobile units or at special events at the picnic shelters or all other park areas aside from the two kitchens, this service will be allowed by the vendor. Occasionally there will be events/festivals throughout the year that will require the vendor to set up concessions in these outlying park areas.

Proposals are due no later than 5:00 p.m. on **Friday, January 27<sup>th</sup> 2023**. Any proposals received after this deadline will be returned to the vendor/contractor unopened. Proposals from vendors need to demonstrate the ability to manage a food/beverage facility that caters to large volumes of patrons on a daily basis. The County reserves the right to reject any and all proposals, and/or divide any project into sections. Pulaski County is an equal opportunity/affirmative action employer.

Inquiries and requests for proposal packets can be obtained by calling, mailing, or emailing:

***Pulaski County Parks & Recreation Department  
143 Third Street, NW, Suite 1  
Pulaski, VA 24301  
540-994-2587  
[sdunnigan@pulaskicounty.org](mailto:sdunnigan@pulaskicounty.org)***

Note to newspaper: Please print in the legal section of your newspaper as soon as possible

*Public notice posted on Monday, January 9, 2023 by Shay Dunnigan.*

## SPECIFICATIONS REQUEST FOR PROPOSALS

### **Randolph Park Concessions (Pool and Ball Park facilities and outlying park areas)**

The County of Pulaski, Virginia is seeking proposals for concessions at Randolph Park. This includes services in the entire park which includes the Pool Facility (Evelyn Alexander Water Park), Ball Fields and all outlying areas of the park.

- 1) **Pool Facility:** The pool concession kitchen facility is currently equipped more for commercial style food preparation. Equipment in the facility are for the preparation of food products that are oven baked or heated. The kitchen is not equipped for the preparation of food required to be cooked on a stove top or grease cooked. The kitchen equipment consists of a double oven, hot dog machine, deep fryer, microwave, ice machine, three bay sink, refrigerators, two freezers, and prep tables. The pool facility over the past few years has averaged several hundred patrons per day. At times during very warm or hot weather, the pool facility can reach between 500 to 1,000 patrons in one day. The pool facility concessions operate from Memorial Weekend (end of May) to Labor Day weekend (first of September). Approved vendor would have access to kitchen throughout the year if needed. Pool hours are Monday – Saturday 11:00am till 6:00pm and Sundays 12:30 till 6:00pm.
- 2) **Ball Park Facility:** The ball park kitchen facility does not have as many amenities as the pool facility. The equipment consists of three bay sink, prep tables, refrigerator, hot dog maker and ice machine. There is no hood system nor equipment conducive for cooking. Usages include warming of foods, selling pre-packaged foods, drinks, candies, and other items that can be cooked in crock pots. Unlike the pool, the ball park facility will allow for the vendor to serve products through most of the year (March – November) other than the winter months.
- 3) **Outlying park areas:** If the selected vendor has the capability to provide concessions via mobile units or at special events at the picnic shelters or all other park areas aside from the two kitchens, this service will be allowed by the vendor. Occasionally there will be events/festivals throughout the year that will require the vendor to set up concessions in these outlying park areas.

### **Proposal Contents:**

*The respondent's proposal for professional services must include, at minimum, the following:*

1. A biographical sketch and qualifications of the business/individual which will be performing the work and plans for staffing this type of operation.
2. Narratives which describe the services to be provided including a specific menu, prices for food items, and a proposed financial return to the county. These will be used as a basis of comparison to other vendors. List certifications/classes completed with health department (HD) regarding food handling/preparation and past experience with obtaining proper HD permits.
3. A description of any similar projects in which the business/individual has participated in serving large volumes of patrons during the past three (3) years as well as involvement of the business/individual to the project, a description of the size and value of the project, and the names and phone numbers of references who may be contacted.
4. List any additional services which could be provided and cost if applicable.
5. Name, address, and telephone number of the contact person.
6. A signed copy of the pages included in this document. Page 6 “Contractor Policy of Non-Discrimination” and page 7 “Drug Free Workplace”

### **Proposal Submittal:**

Two copies of proposals requested herein must be received in a **sealed envelope** clearly marked "**Randolph Park Concessions**" no later than 5:00 p.m. on Friday, January 27<sup>th</sup>, 2023. Any proposals received after this deadline will be returned to the vendor/contactor unopened. No bids will be opened prior to the deadline listed.

Proposals and inquiries should be addressed to the:

Pulaski County Administrator's Office  
**"Randolph Park Concessions"**  
143 Third Street, NW, Suite 1  
Pulaski, VA 24301

### **Proposal Evaluation:**

Evaluation of proposals will be generally based on, but not limited to, the following criteria:

1. Qualifications and experience of personnel involved in project.
2. Proximity of the business/individual to Pulaski County.
3. Previous work experience with Pulaski County.
4. Experience of business/individual in large volume concessions, small restaurant, or similar services and experience working with the large supplier of food products
5. Menu selection, proposed prices, and financial return (commission) to the county.
6. Timetable for implementation of the scope of services as outlined above.
7. Experience working with the health department and complying with state and local guidelines in the preparation and service of food/beverages
8. Proper amount of insurance coverage by the vendor proposing services to serve food/beverage products to the patrons of the park facility.

The County of Pulaski's authorized selection committee will review all proposals and select respondents deemed best qualified, responsive, and suitable for interviews. At the conclusion of the interviews, the business/individual will be ranked in order of preference, and contract negotiations will be instituted with the respondent ranked first.

Should a satisfactory contract be negotiated, which is fair and reasonable, the award will be made to that respondent. Otherwise, negotiations with the number one business/individual will be formally terminated, and negotiations be conducted with the business/individual ranked second. This process shall continue until a fair and reasonable contract can be negotiated. *It is the intent of the county to award the concession contract for up to three (3) years with a termination clause, at any time, for unsatisfactory performance.*

The County reserves the right to reject any and all proposals, waive any informality, and/or divide any project into sub-sections. The procurement of these services will comply with the Virginia public Procurement Act. The County of Pulaski is an equal opportunity employer.

## **INSURANCE AND INDEMNIFICATION GUARANTEE**

1. Indemnification and Hold Harmless Requirements
  - 1.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County of Pulaski, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, including but not limited to any such claim, damage, loss or expense which is attributable to the bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself) including the loss of use or omission of the Contractor, 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 claim against the Contractor or his Subcontractor arising from any work or property that must be restored, repaired or replaced because of Contractor's or Subcontractor's work being incorrectly or improperly performed. Such obligations 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.
  - 1.2 In any and all claims against the County of Pulaski or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 1.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other Employee benefit acts.
2. Contractor's Liability Insurance and Other Insurance
  - 2.1 The Contractor shall purchase and maintain such insurance as will protect him from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations 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, including but not necessarily limited to, the following:
    1. claims under worker's or workmen's compensation, disability benefit and other similar employee benefit acts;
    2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employee;
    3. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
    4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an act or offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
    5. claims for damages, other than to the work itself, because of injury to destruction of real or tangible property, including loss of use resulting therefrom; and
    6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle
  - 2.2 The insurance required by Subparagraph 2.1 shall be written for not less than any limits of liability specified in the Contract Documents, or as required by law, whichever is greater.
  - 2.3 The insurance required by Subparagraph 2.1 shall include contractual liability insurance applicable to the Contractor's obligation under Paragraph 1.
  - 2.4 Certificates of Insurance acceptable to the County of Pulaski shall be filed with the County prior to commencement of the work. These Certificates shall contain a provision that coverage's afforded under the policies will not be cancelled until at least thirty days prior written notice has been given to the County

## **CONTRACTOR'S POLICY OF NONDISCRIMINATION**

Pursuant to Section 11-51 of the 1950 Code of Virginia, as amended, during the performance of any contract awarded, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national 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.

Notices, advertisements and solicitations placed in accordance with Federal Law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over ten thousand dollars (\$10,000.00), so such provisions shall be binding upon each subcontractor and/or vendor.

Additionally, the contractor will not discriminate against any employee or applicant on the basis of handicapped status, except where handicapped status is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date



## DRUG FREE WORKPLACE MAINTENANCE BY CONTRACTOR

Pursuant to Section 11-51.1 of the Code of Virginia, all public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees placed by or on behalf of the contractor's 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 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.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

## Instructions for Soliciting Materials or Services

Completion  
Checkoff

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Date & Initials

These instructions describe the minimum steps that are required for advertising equipment, supplies or services. As such, these documents are to be used to implement the Pulaski County Procurement Policies. Procedures not discussed in these documents shall be handled as outlined in the Pulaski County Procurement Policy and/or the Code of Virginia.

- A. All procurement for equipment, services, or supplies as required by Section IV of the County purchasing policies must be authorized by the county administrator.
- B. The following steps are required to properly solicit bids and/or requests for proposals:
- ◆ Prepare advertisement or public notice and procurement package by completing attached forms.
  - ◆ Determine from the catalog of minority operated businesses the appropriate minority businesses from whom proposals or bids must be solicited. Remember that it is the county's responsibility to see that at least one minority business is specifically notified. We are permitted to assume that because procurement is otherwise advertised that requirements for notification of minority owned businesses have been met. Send a copy of the procurement package and a copy of the letter in Attachment 2, if procurements are solicited from specific firms.
  - ◆ Send a copy of the procurement package to vendors listed in the Pulaski County phone book yellow pages. Include other yellow page listings as appropriate. A minimum of three bids or proposals must be solicited. Purchases covered in Section V of the purchasing policies (requiring sealed proposals or bids) must be advertised once at least ten (10) calendar days prior to bid opening. At a minimum, this advertisement should be placed in The Southwest Times as a blocked ad in the Classified (legal) section of the paper. To place an ad in the paper, the ad must be submitted to The Southwest Times at least three days prior to the date of the publication. A certification of publication must be requested from the newspaper by the agency seeking bids. The purchase of items not requiring a sealed bid may be posted on the bulletin board in the main hall of the Administration Building.
  - ◆ Post page one and page two of the procurement package on the bulletin board in the hall of the Administration Building prior to the publishing of the advertisement.
  - ◆ Place the original copies of the completed procurement package forms and letters in a file.
  - ◆ Posted notices must be dated and initialed at least ten (10) calendar days prior to the deadline for receipt of bids or proposals.
  - ◆ All purchase orders which are required are to be prepared prior to the necessary purchase and must be signed by the Department Head and/or county administrator before the purchase if made, or agreed to.
  - ◆ Questions regarding this procedure should be addressed to the administrative assistant for operations or the county administrator.
- C. Documents: The attached documents are designed as a guide for the preparation and advertisement of procurement. Please note that the advertisement and documents are different for procuring proposals for services (legal, engineering, appraisal, construction, design-build, etc.). All other forms should be used for both types of procurement.
- D. Bids are not necessary for any items obtained through the State Offices of Purchases or Supply. For procurement procedures, please contact the administrative assistant for operations or the county administrator.