

**REQUEST FOR PROPOSALS
FOR OUTFITTER CONCESSIONAIRE
COUNTY OF ALLEGHANY, VA**

March, 8 2018

I. General:

Alleghany County is soliciting proposals for an outfitter to locate at a newly constructed County owned facility at 1903 Dressler Drive, Covington VA 24426 along the Jackson River and Jackson River Scenic Trail. The facility is 1800 square feet and consists of reception area, office, meeting room, storage room, dressing room, and restrooms. The floor plan is attached to this document. The building is planned to be ready for occupation by July 1, 2018 but may be ready before or after that date. A temporary facility, located by the concessionaire, may be used until the facility is ready for occupation if the concessionaire so desires. The potential for a multiyear contract is being sought.

Please submit your proposal including but not limited to: business plan, statement of qualifications, financial capability and letters of reference for the proposed services to Alleghany County Parks & Recreation, attn: Mr. Chad Williams, 9212 Winterberry Ave., Suite B, Covington VA 24426, until **Monday, April 23rd 2018, at 2:00 PM** Eastern Standard Time. Please mark on the envelope "Alleghany County – Outfitter Concessionaire RFP".

Preproposal meeting: Tuesday, March 27th 2018, at 11:00AM Alleghany County Government Complex Board Room 9212 Winterberry Ave., Covington VA 24426

MBE/WBE Statement:

Alleghany County is an Equal Opportunity Employer. Minority and Women owned firms are encouraged to submit proposals. MBE/WBE are encouraged to submit proposals.

Selection of firm will be performed in accordance with the Virginia Public Procurement Act.

II. Concessionaire Pre-qualification Requirements:

Concessionaires submitting proposals for consideration must comply with the following:

- A. The Concessionaire must possess all applicable licensing and permits (local, state, & federal) to operate a successful outfitter business and provide a copy of each permit and license or show that the required licensing and permits will be obtained in order to operate during the 2018 season and maintained each season thereafter. It is the Concessionaire's responsibility to know what licensing and permits are needed.
- B. The Concessionaire must provide a Certificate of Insurance with the proposal. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protection; Products Liability – Completed Operations; Broad Form Property Damage) shall be in the following amounts: General Aggregate \$1,000,000 (except Products-Completed Operations), Products – Completed Operations \$50,000, Personal and Advertising Injury (per Person/Organization) \$500,000, Each Occurrence (Bodily Injury and Property Damage) \$500,000, Personal Injury Liability coverage will include claims arising out of employment, Exclusions of Property in Contractor's Care, Custody or Control will be eliminated, Automobile Liability for Bodily Injury shall be in the amount of \$1,000,000 each person and \$2,000,000 each accident and Automobile Liability for Property Damage shall be in the amount of \$1,000,000 for each accident or a combined single limit of \$2,000,000.
- C. The Concessionaire must provide proof of Workers' Compensation with the proposal.

Workers compensation shall be in the following amounts: State – Statutory, Applicable Federal (e.g. Longshoreman’s) – Statutory, Employer’s Liability – \$0.5 million/\$2.5 million/\$0.5 million.

III. Scope of Requested and Potential Services:

- A. Kayak, raft, & canoe rental and shuttle service on the Jackson River utilizing all the public access points from Gathright Dam to the Intervale River Access located on the property with the outfitter facility.
- B. River tubing rental
- C. Potential Jackson River tubing shuttle service utilizing existing access points or accesses worked out by concessionaire that will provide an appropriate customer experience.
- D. Bike rental and shuttle service along the Jackson River Scenic Trail.
- E. Combination trail and river trips.
- F. Shuttle service for bikers and paddlers with their own equipment.
- G. Potentially offer shuttle service/rentals for the Cowpasture River (Sharon & Evans Tract), Upper James River, Jackson River below the mill & Lake Moomaw.
- H. Ability to be flexible and offer other services if the public demand makes it viable.
- I. Concessionaire shall be responsible for daily custodial duties of the entire facility.
- J. Provide a business/marketing plan and financial capability documentation.
- K. Concessionaire must encourage an outdoor recreation community atmosphere and host, at a minimum, yearly river and trail clean up events involving the community.
- L. Responsible for utilities fees including but not limited to water & sewer, electric, telephone, and internet.
- M. Supply all appropriate equipment and materials for successful and professional operation.
- N. Provide concession fee proposal paid to Alleghany County.

IV. Basis for Award:

- A. With a Request for Proposal the County may use competitive negotiation as price is not required to be the sole determining factor in the award process. Offerors must make written proposals which present the offeror’s qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. The proposal should provide all the information which you consider pertinent to your qualifications for the job.
- B. If more than one submittal is deemed to be fully qualified then negotiations shall be conducted with each of the offerors selected. After negotiations, the County shall select the offeror which the County determines made the best proposal and award the contract to that offeror.

V. Instructions for Submitting Proposals:

A. Submission of Proposals:

- 1. **The COUNTY will not accept oral proposals or proposals received by telephone, FAX machine, email or telegraph.**
- 2. All erasures, interpolations, and other changes in the Proposal shall be signed or initialed by the Offeror.
- 3. The Proposal must be signed in order to be considered. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal.
- 4. The Proposal and any other documents required shall be enclosed in a sealed opaque envelope.

5. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.
6. The time proposals are received shall be determined by stamp in the COUNTY Office. Offerors are responsible for insuring that their proposals are stamped by COUNTY Office personnel by the deadline indicated.

B. Offeror's Representation:

1. Each Offeror, by submitting a proposal in response to this Request for Proposal, represents that the Offeror has read and understands the Scope of Services and has familiarized itself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the contract work.
2. The failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the contract.

D. Modification of Proposal:

1. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall notify the County in writing of its intentions.
2. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
3. Modified and withdrawn proposals may be resubmitted to the County up to the time and date set for the receipt of proposals.
4. No proposal can be withdrawn after the time set for the receipt of proposals and for sixty (60) days thereafter.

E. Acceptance of Proposals:

1. All proposals received in the COUNTY Office on time shall be accepted.
2. All late proposals shall be returned by the COUNTY Office unopened to the sender.
3. Proposals shall be open to public inspection only after award of the contract.

VI. Evaluation Criteria:

Proposals shall be evaluated using the following criteria:

1. Expertise and past experience of the offeror in providing services similar in size, scope and features as those required in this RFP.
2. Familiarity with Alleghany County and the Alleghany Highlands Blueways.
3. Factors
 - a. Proposed business plan
 - b. Financial capability to implement the proposed plan
 - c. Experience, capability and qualifications
 - d. Concession fee arrangement

VII. General Contract Terms and Conditions:

A. Taxes:

The CONTRACTOR shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the COUNTY and the CONTRACTOR, as the taxes shall be an obligation of the CONTRACTOR and not of the COUNTY, and the COUNTY shall be held harmless for same by the CONTRACTOR.

B. Award of Contract:

1. The COUNTY reserves the right to reject any or all proposals.
2. The successful Offeror shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to the County the contract forms and any other forms or bonds required by the RFP.
3. The contract documents shall be subject to any regulations governed by the law of the Commonwealth of Virginia.
4. Any contract resulting from this RFP is not assignable.

C. Concessionaire Performance:

1. The Concessionaire agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the contract.
2. The Concessionaire shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Concessionaire shall be an independent CONTRACTOR and shall not be an employee of the COUNTY.

D. Employment Discrimination by CONTRACTOR Prohibited:

1. During the performance of this contract, the CONTRACTOR agrees as follows:
 - a) The CONTRACTOR shall 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.
 - b) 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.

- c) **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.**
2. The CONTRACTOR shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provision will be binding upon each SUBCONTRACTOR or vendor.

E. CONTRACTOR's Obligation to Pay SUBCONTRACTOR(s):

1. The CONTRACTOR awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to him by the COUNTY for work performed by his SUBCONTRACTOR(s) under the contract:
 - a) Pay the SUBCONTRACTOR(s) for the proportionate share of the total payment received from the COUNTY attributable to the work performed by the SUBCONTRACTOR(s) under the contract; or
 - b) Notify the COUNTY and SUBCONTRACTOR(s), in writing, of his intention to withhold all or a part of the SUBCONTRACTOR'S payment with the reason for nonpayment.
2. The CONTRACTOR shall pay interest to the SUBCONTRACTOR(s) on all amounts owed by the CONTRACTOR that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the SUBCONTRACTOR(s) under the contract, except for amounts withheld as allowed in subparagraph 17a(2) of this section. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.
3. 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 with respect to each lower-tier SUBCONTRACTOR(s).

The CONTRACTOR'S obligation to pay on interest charge to a SUBCONTRACTOR(s) pursuant to the payment clause in this section may not be construed to be an obligation of the COUNTY. A contract modification may not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

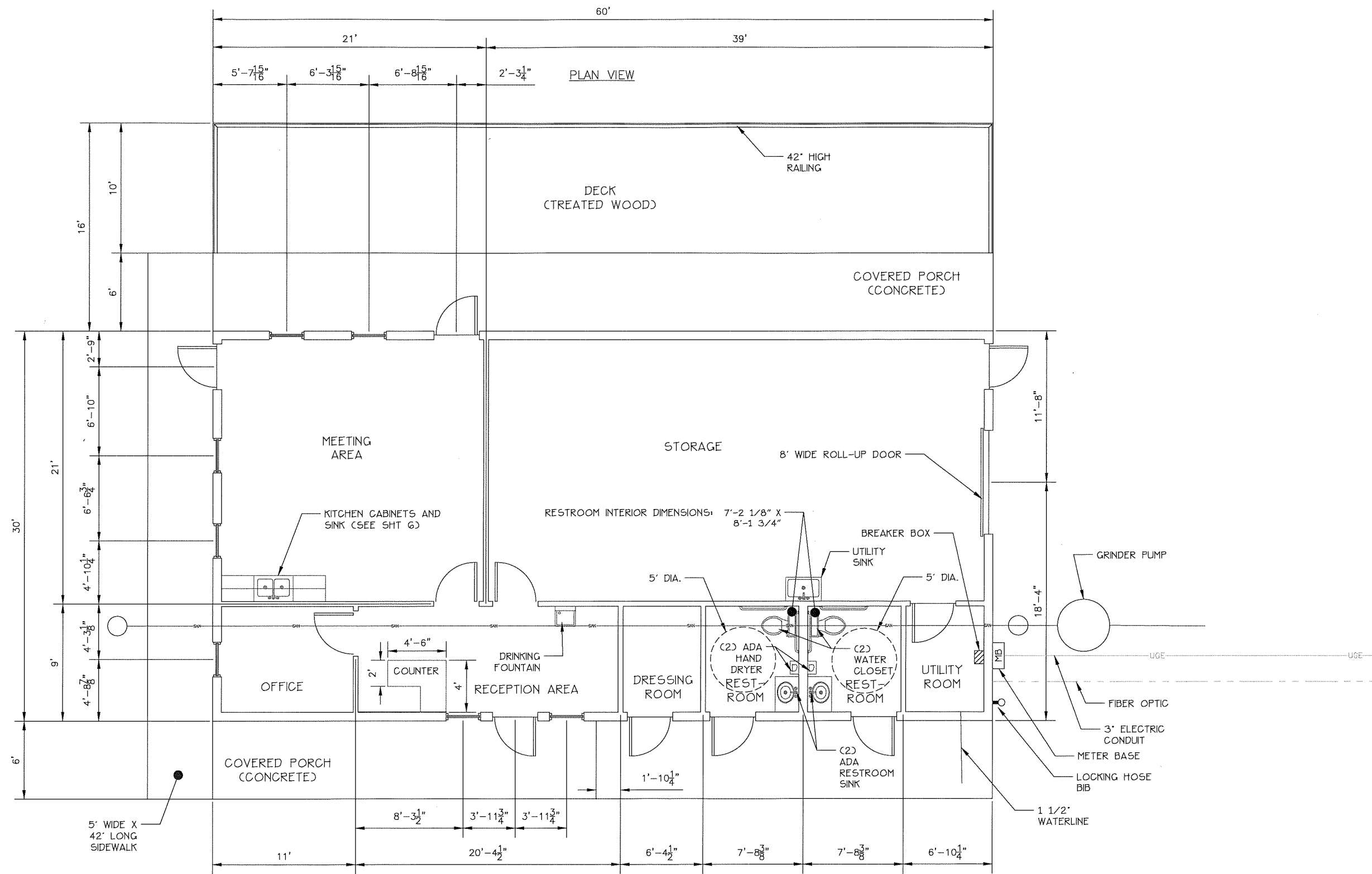
F. Termination:

1. **Failure of the CONTRACTOR to comply with any section or part of this contract will be considered grounds for termination of the contract by the COUNTY by giving thirty (30) days written notice. In the event, the COUNTY decides to terminate the Contract for "Breach of Contract" by the CONTRACTOR, the COUNTY will give the CONTRACTOR the notice period to cure the default.**
2. Notwithstanding anything to the contrary contained in the contract between the COUNTY and the CONTRACTOR, the COUNTY may without prejudice to any other rights it may have,

terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the CONTRACTOR.

- G. Pursuant to Virginia Code § 2.2-4311.1, CONTRACTOR does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- H. Pursuant to Virginia Code § 2.2-4311.2, CONTRACTOR 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 (1950), as amended, or as otherwise provided by law. CONTRACTOR shall not allow its existence to lapse or its certificate of authority to be revoked or cancelled at any time during the term of this contract. COUNTY may void the Contract if CONTRACTOR fails to remain in compliance with the provisions of this section.
- I. Drug Free Workplace: Pursuant to Virginia Code § 2.2-4312:
 - 1. During the performance of this contract, Engineer agrees to (i) provide a drug-free workplace for Engineer'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 Engineer's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer 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.
 - 2. 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 Engineer 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.

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- NOTES:
 1. ALL WINDOWS ARE 32" WIDE X 44" TALL.
 2. ALL DOORS ARE 36" WIDE X 80" TALL.

BUILDING LAYOUT
 For
Jackson River Trail Outfitter Facility
 Alleghany County, Virginia

PROJECT NO.
 LAT.
 LONG.
 DATE: December 15, 2017
 DRAWN BY: MDA
 CHECKED BY: JMM

REVISION DATE: January 11, 2018

