



Request for Proposals
Restaurant Operator
The Historic Bluffs Restaurant and Coffee Shop

Blue Ridge Parkway Foundation
October 1, 2019

INTRODUCTION

The Blue Ridge Parkway Foundation (Foundation) seeks proposals for a visionary partner to operate one of the oldest concession facilities on the Blue Ridge Parkway. The contract would authorize food and beverage and limited retail services at the Historic Bluffs Restaurant and Coffee Shop (The Bluffs) within the Doughton Park Developed Area on the Blue Ridge Parkway in Alleghany County, North Carolina (MP 241.1). This operation is one of only four food service locations on the Parkway. The Bluffs functions as an ambassador and representative of both the Parkway and the Foundation to not only meet food and beverage service needs, but general Parkway visitor needs for information and orientation. The Bluffs is not just a restaurant but is an iconic piece of history fondly recalled in the memories of thousands of visitors.

THE BLUE RIDGE PARKWAY

The Blue Ridge Parkway (Parkway) is one of the most visited units of the National Park System with over 14 million visitors traveling along its ridges in 2018. Its 469-mile ribbon of road was envisioned as a designed landscape that showcases nature along its route from Shenandoah National Park to the Great Smoky Mountains National Park. The Parkway travels through 29 counties of Virginia and North Carolina connecting rural mountain communities and the larger cities of Roanoke, Virginia and Asheville, North Carolina. To learn more about the Blue Ridge Parkway, visit www.nps.gov/blri/index.htm.

People love their national parks and the Blue Ridge Parkway is adored by the people who work, live, and recreate along its 469 miles. Large recreational areas along the Parkway include Waterrock Knob, Julian Price Memorial Park, Moses H. Cone Memorial Park, Doughton Park and Peaks of Otter. Undeveloped public lands border much of the Parkway as it meanders through exquisite high elevation scenery affording stunning long-range views.

The Blue Ridge Parkway brings \$1.2 billion to the adjacent communities annually. It is a primary catalyst for promoting regional travel and tourism, serving as a unifying element for the 29 counties through which it passes, engendering a shared regional identity, providing a common link of interest, and being a major contributor to regional economic vitality.

Many people have memories of family trips along a manicured corridor with ample National Park Service (NPS) rangers to tell stories and interact with visitors. More recently, deterioration of buildings and a scarcity of visitor services have become noticeable. The Foundation was created in 1997 to provide a vehicle for people to participate as stewards of this very special park.

THE BLUE RIDGE PARKWAY FOUNDATION

In the past 20 years, the Blue Ridge Parkway Foundation 501(c)(3) has invested more than \$14 million for projects and programs that enhance the visitor experience, address safety issues, and educate and inspire visitors to engage more deeply with their park. Some of our landmark projects include helping to construct the Waterrock Knob Visitor Center, building restrooms and expanding parking at Graveyard Fields, constructing restrooms and repairing historic features at Bass Lake at Moses H. Cone Memorial

Park, restoring the water wheel at historic Mabry Mill, restoring the historic buildings at Johnson Farm and Polly Woods Ordinary, repairing trails, and adding interpretive exhibits and wayside panels in many locations.

For many years our national parks have suffered budget woes and with no entry fees, the Blue Ridge Parkway is even more vulnerable to the decline in funding, threatening the abundant resources along the Blue Ridge Parkway that draws more than 14 million recreational visitors each year--exceeding visitation at Yellowstone, Yosemite and Grand Canyon national parks *combined*. As the Parkway's 501(c)(3) fundraising partner, the Foundation helps ensure that Parkway land, wildlife and cultural and historic sites not only survive but thrive.

In recent years, the Foundation began working in partnership with the National Park Service (NPS) to address another critical issue facing the Parkway, the closure of facilities along the motor road and thus the loss of critical visitor services. In 2019, the Foundation began pursuing the operation of one shuttered facility, The Bluffs, through the NPS Historic Lease Program. The Foundation is working to complete an extensive renovation of The Bluffs including outfitting the facility with new state-of-the-art kitchen equipment and amenities. This restoration work will be completed by spring of 2020. The Foundation is now seeking a partner to operate the restaurant. To learn more about the Foundation visit www.brpfoundation.org.

THE BLUFFS

Completed in 1949, The Bluffs Lodge and Coffee Shop concession facilities were the first to provide meals and lodging on the Parkway. Historically, the Bluffs Restaurant and Coffee Shop at Doughton Park consisted of a 76-seat coffee shop and two gift sales areas at milepost 241. It operated until 2010 when a replacement concessionaire was not forthcoming and the building was closed. In the winter of 2016, a mold remediation and waterproofing project was completed and much of the food service equipment was removed. A new



Historic image of the Bluffs Coffee Shop

roof was installed in 2018 and a Historic Structure Report was completed. All major rehabilitation and renovation of the structure, in addition to the purchase and installation of all required commercial kitchen equipment and infrastructure, will be completed by spring of 2020.

This Request for Proposals (RFP) describes, in general terms, the future business opportunities for services required by the contract. While the Foundation is committed to preserving the cultural and historical significance of the historic restaurant operation, we are also open to suggestions concerning adjustments to the services offered to take advantage of the many nearby recreational opportunities and begin attracting the next generation of Doughton Park visitors.

SCOPE OF WORK

The Blue Ridge Parkway Foundation (Foundation) is interested in obtaining proposals from qualified and motivated operators to provide **Restaurant Operator Services for The Bluffs at MP 241.1 on the Blue Ridge Parkway** as described in these Specifications.

BACKGROUND

Historic Concession Operation Statistics

Bluffs Lodge Food & Beverage Summary Statistics, 2008-2010

	2008	2009	2010
Revenue	\$482,086	\$474,459	\$498,112
Number of Covers	50,763	52,160	53,587
Average Check	\$9.50	\$9.10	\$9.30

Dividing 2010 Bluffs Lodge Restaurant revenue of \$498,000 by 76 seats and a 180-day operating season, the average revenue per seat per day was approximately \$36, which is slightly higher than the \$30 average for midscale restaurants reported in PKF Consulting's 2009 *Restaurant Industry Operations Report*.

Visitor Travel and Access Statistics

Closest Primary Access points to The Bluffs:

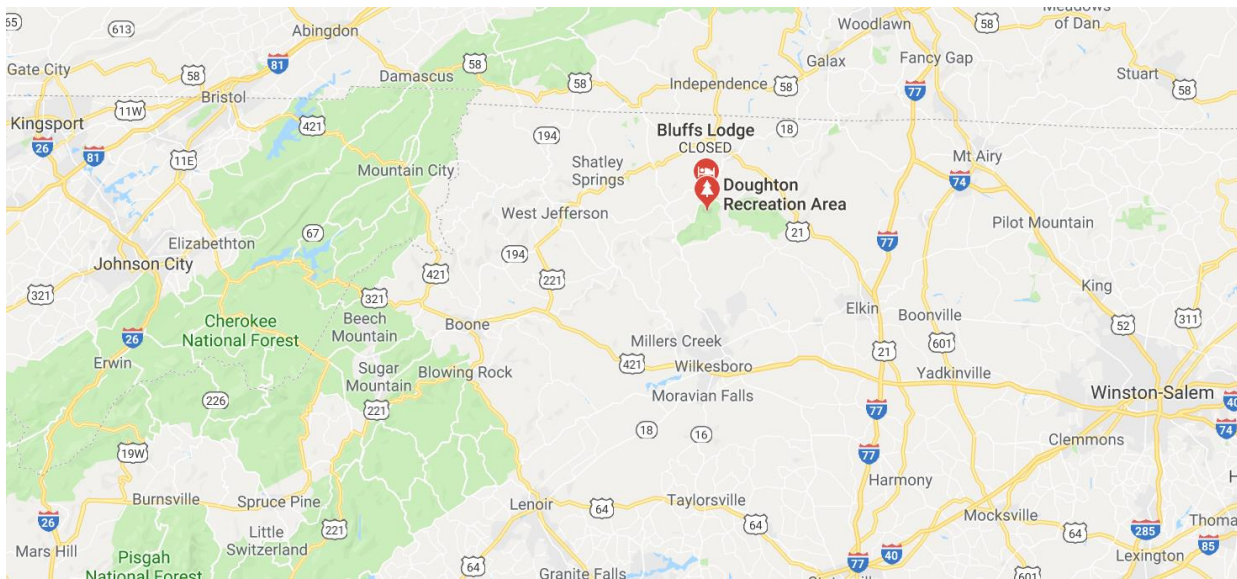
US 21 - Access to Parkway from Sparta; Annual Visitation (3 year average: 100,504/year)

US 18 - Access to Parkway from Laurel Springs and North Wilkesboro; Annual Visitation (3 year average: 82,088/year)

Doughton Park Campground Overnight Stays (3-year average); Operating Season May-Oct; Annual Average: 5,973

Request for Proposals- The Bluffs

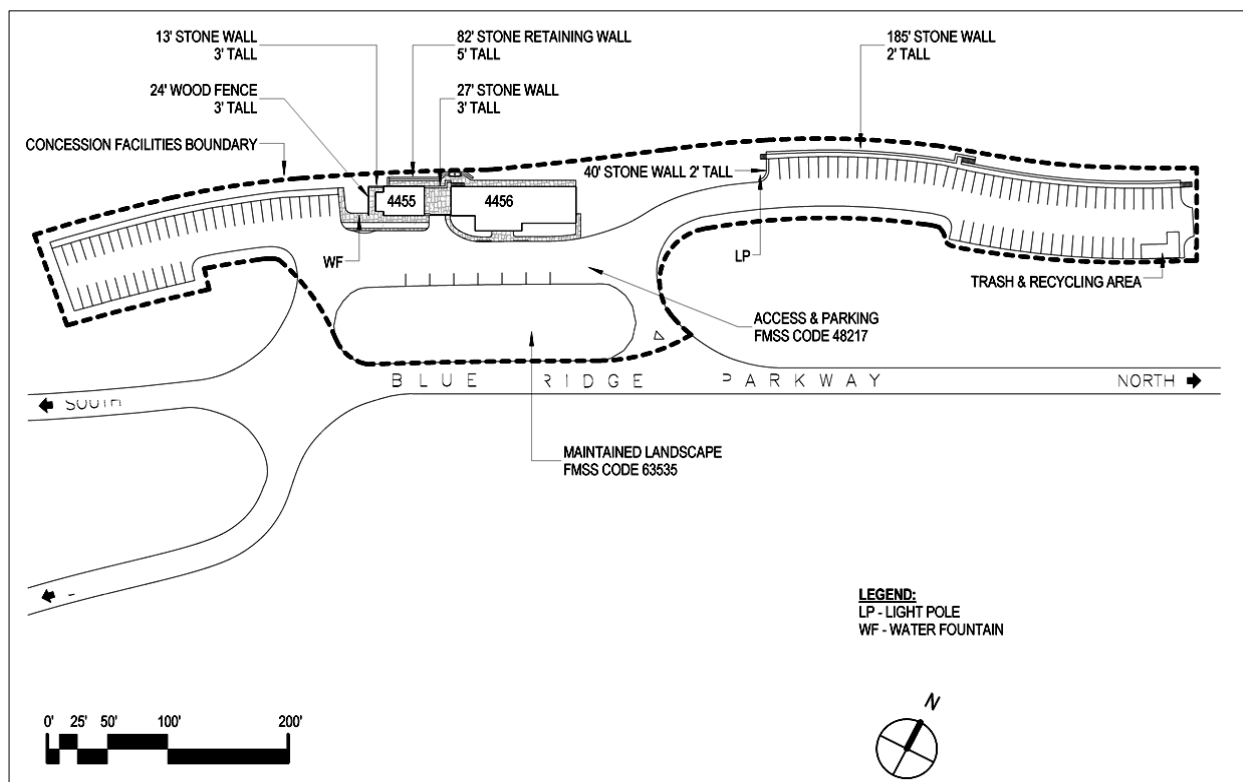
The Bluffs is located approximately 1 ½ hours from Winston-Salem, N.C., 1 hour from Boone, N.C., and 1 ¼ hours from Wytheville, V.A.



Monthly Visitation Statistics Calculated from one entrance at MP 229.6 (U.S. 21 at Roaring Gap Left)

Year	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
2019	2530	2361	3011	6834	5570	5697	5980					
2018	2167	2941	3150	4246	4414	6068	6587	5801	4939	5968	4114	1954
2017	2755	2575	3500	4223	5023	5750	7101	6308	5605	6929	5076	2617
2016	596	1818	3633	3039	5200	5433	7053	5850	5560	6589	4415	3253
2015	2534	1711	3102	2683	6460	8930	9022	6732	5059	6089	4441	5714
2014	2547	1526	2813	3176	5648	8930	7305	5489	5648	10998	5574	1804
2013	2405	1778	2702	3777	6554	8620	6737	5663	5850	6696	4535	3311
2012	1890	2234	2032	3542	6588	8394	7783	10104	8392	9054	6182	2669
2011	1530	2895	2390	5563	6363	9087	10559	9384	8733	8905	6956	2567
2010	1147	802	2444	6079	6522	10076	11080	10091	8135	9097	6382	1999
2009	2029	5684	2829	5040	6814	8470	10264	9915	8410	9031	5520	3205
2008	3417	3342	4115	4443	6485	8531	6382	11027	8284	7806	6446	3936

The Bluffs Facility and Parking Lots



Interested Qualified Operators are encouraged to research and study this unique opportunity to partner with the Foundation on this project to provide casual dining to Parkway visitors and the local public and to partner with the Foundation to provide event facility services for special events held at The Bluffs.

The total Restaurant area is approximately 2,948 square feet.

The kitchen/food prep area is 912 square feet.

These square footage numbers and descriptions are based upon the current conceptual design (Attachment A and B) which may be adjusted by the Foundation during the final design and/or construction phase to be completed by spring of 2020.

Season and Operating Hours

The Operating Season of The Bluffs will be minimally from May-October with possible extension on the shoulder season as weather permits. Operating days and hours are negotiable but would minimally include 5 days per week, including breakfast, lunch, and dinner. Preference will be given to Operators proposing 7 days per week of service during peak travel seasons.

Restaurant Operator Services and Standards

To maintain a strong performance in the leased facility, the Operator agrees to minimally do the following:

1. Market and advertise The Bluffs and continue appropriate marketing throughout the term of the lease. The Foundation will work in partnership with the selected Operator to finalize all branding and marketing materials for the launch of The Bluffs including uniforms, logos, products, and menus.
2. Provide* and maintain all necessary kitchen, dining, and other equipment and inventory to offer food and beverage service at breakfast, lunch, and dinner, grab-and-go products, as well as for events on a seasonal basis not outfitted at the completion of renovation. A final maintenance plan must be submitted prior to opening the restaurant.

A maintenance plan may include, but not be limited to, guidance on elements of the Operator's administration of maintenance responsibilities such as:

- Identify maintenance needs, priorities and/or proposals;
- Provide building specific janitorial guidance;
- Develop a list of approved or recommended cleaning practices, treatments, cleaning agents, etc.; and
- Identify schedule and protocols for routine maintenance activities.

**The Foundation plans to provide and install certain built-in kitchen equipment (Attachment C), a bar with bar stools and tables and chairs in the Restaurant. All other equipment and supplies to be provided by the Restaurant Operator as needed.*

3. The Foundation prefers the restaurant to be opened as much as possible to maximize visitor services during the peak season of use from May-October. Shoulder-season open-hours and days are negotiable as well.
4. Work in partnership with the Foundation to coordinate, schedule, and execute special events throughout the year.
5. Staff the restaurant, bar, and areas serving food and beverages with customer-service oriented staff who are professional, friendly, and courteous to all patrons. Staff must maintain a neat appearance and be appropriately dressed with uniforms (to be designed in partnership with the Foundation) and work shoes, shall wear name tags identifying the company, and name of employee at all times during the performance of their services and conduct themselves in a professional manner acceptable to the Foundation.
6. Participate in joint training with Foundation staff to ensure appropriate host and ambassador messaging regarding the Parkway and the Foundation.

7. Pay for electric, gas, phone, burglar alarm service, fire/safety check fees, and internet services for The Bluffs including services as needed to provide free Wi-Fi services to customers; operate and pay for credit card processing; and operate and pay for point of sale system.
8. Clean all restaurant spaces including kitchen, dining room, porch, multi-purpose room, and immediate areas around The Bluffs, bathrooms and walk-in coolers on a daily basis or more frequently as needed.
9. Repair and maintain all of the equipment with certified approved technicians within The Bluffs whether it was provided by the Foundation or the Operator. This shall include the glass windows, bulbs, light fixtures, floors, and doors.
10. Schedule and pay for all required inspections and manufacture maintenance schedules for all equipment.
11. Move all refuse and waste materials generated by The Bluffs to designated collection points. Operator shall pay for refuse service for the restaurant operations and maintain sanitary conditions in and around the premises and dumpster area following an agreed upon schedule.
12. Pay for all permits, licenses, federal, state and local taxes and fees chargeable to operation of The Bluffs including ABC permits as necessary.
13. Agreed upon payments each month will be made no later than the 15th of each month for the preceding month.
14. Maintain books of accounts, reports, and records customarily used in this type of operation. All records shall be made accessible to the Foundation for purposes of inspection, reproduction, and audit without restriction.
15. Maintain Insurance in accordance with Contract.
16. All labor and materials supplied by the Operator must be in compliance with all local, state, federal and OSHA standards.
17. Operate the Food and Beverage operation as a drug-free workplace and Serve Safe Certification required.
18. Attend a meeting in person or by phone at least once per month with the CEO, or their representative, of the Blue Ridge Parkway Foundation and such other individuals as requested by the CEO to discuss the schedule of events, coordinate events, and functions, and generally review operations.

19. Immediately contact the CEO of the Blue Ridge Parkway Foundation and the Chief of Maintenance of the Blue Ridge Parkway if any structural damage occurs. The Bluffs Restaurant is a historic structure eligible for protection under Section 106 of the National Historic Preservation Act (54 USC 306108).

20. Take no action or inaction that would result in a violation of the Foundation's Historic Lease Agreement with the National Park Service. This document will be provided to Operator selected to assist in preparation of Final Contract.

21. Conduct industry standard pest control for a food service industry, including removal or treatment for pests (any use of pesticides must be approved by the Foundation in advance).

Additional Services

The Foundation may require or allow additional services from the Operator on the grounds of The Bluffs as the requirements of the Foundation may change. This could entail additional facility areas and/or additional services required at contracted facility. These additional services will be allowed to be amended into the Contract.

INSTRUCTIONS TO OPERATORS FOR SUBMITTING A PROPOSAL

PROPOSAL SUBMISSION OVERVIEW

- A. This Request for Proposal (RFP) is issued by the Blue Ridge Parkway Foundation (Foundation), a private, nonprofit organization, by Historic Lease Agreement with the Blue Ridge Parkway, a unit of the National Park Service (NPS), to contract for restaurant operations on Federal property to benefit the Foundation.
- B. Contract Administrator (CA) Contact Information:
Carolyn Ward
Chief Executive Officer
Blue Ridge Parkway Foundation
cward@brpfoundation.org (866) 308-2773 Ext. 385
- C. All proposals for this RFP are due by 4:00 PM ET on November 15. Operators shall email their proposals to the CA, Carolyn Ward, cward@brpfoundation.org.
- D. Proposals will be judged on the following criteria. (Refer to **PROPOSAL REQUIREMENTS AND EVALUATION PROCESS** section starting on Page 15 for additional details of each criterion used for selection):
 - 1 - Business Approach
 - 2 - Food and Beverage Operation
 - 3 - Organizational Structure
 - 4 - Financial Capacity
 - 5 - Staffing and Training

- 6 - Mitigation of Operations on the Environment
- 7 - References

E. The pages of the proposal shall use the following page setup/format parameters:

- File Format: Microsoft Word or Adobe Acrobat (.pdf)
- Maximum page size: 8 1/2" x 11"
- Minimum font size: 11 point
- Minimum line spacing: single spacing

F. All questions must be submitted in writing to the CA, Carolyn Ward, cward@brpfoundation.org by 4:00 PM ET on November 4.

Verbal comments provided by any party, including but not limited to Blue Ridge Parkway or Foundation staff, or potential operators shall not be binding. If an operator receives information orally that they believe changes the requirements of the RFP or they believe will affect their proposal they shall submit, in writing, information regarding the issue to the CA at least 7 days prior to the date proposals are due. No changes to the RFP are binding unless issued by the CA as a formal written RFP amendment.

G. Summary of *Draft Contract Requirements:

- Draft Contract Term: Five (5) Years
- Projected Effective Date: January 1, 2020
- Projected Opening of Facility: June 2020
- Required Services: Food and Beverage, Limited Retail
- Minimum Required Operator Fee: 15% gross

****It is the intent of the Blue Ridge Parkway Foundation to negotiate with the selected Operator on a Final Contract. All qualified interested parties are encouraged to respond in order to be considered.***

SITE VISIT

The Foundation will host a site visit for organizations interested in bidding on this opportunity. The site visit provides interested organizations an overview of the facility and its operation. Please register for the site visit, by phone or email, at least one week in advance. When registering, you must provide your name, the name of the organization interested in bidding that you represent, the primary contact for the organization, and the number of people in your party. Please contact to schedule a visit:

- Carolyn Ward, CEO,
- Blue Ridge Parkway Foundation
- (866) 308-2773 ext. 385
- cward@brpfoundation.org.

INFORMATION REGARDING THIS REQUEST FOR PROPOSALS

This RFP includes historical data regarding previous concession operations at The Bluffs, including revenues and expenses, and yearly traffic counts to assist Operators in developing financial projections. Operators must compile and present their own financial projections based on independent assumptions,

due diligence, and industry knowledge. Operators must review all sections of this RPF, including its Attachments, to determine the full scope of a future operator's responsibilities.

CONTRACTUAL AGREEMENT

It is the intent of the Foundation to negotiate with the Operator who ranks highest in this process to come to a mutually agreed upon Final Contract. Any and all legal action necessary to enforce the Contract will be held in Alleghany County and the Contract will be interpreted according to the laws of North Carolina.

ACCEPTANCE/REJECTION

The Foundation reserves the right to accept or to reject any or all proposals in whole or in part, with or without cause, to waive any informalities and technicalities and to make the award to the Operator, who in the sole opinion of the Foundation, is the most responsive, responsible Proposer for The Bluffs and whose Proposal will be most advantageous to the Foundation. The Foundation reserves the right to re-issue the RFP for any reason.

FEDERAL AND STATE TAX

The Foundation is exempt from federal and state taxes for tangible personal property. However, vendors or contractors doing business with the Foundation shall **not** be authorized to use the Foundation's Tax Exemption Number in securing materials for performance of the work associated with this Project.

PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, Operator certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of North Carolina within the thirty-six (36) months immediately preceding the date hereof.

AWARD

The Foundation reserves the right to hold all Proposals for a period not to exceed 90 days after the date of proposal opening stated in the RFP.

PROPOSAL WITHDRAWAL

Any proposal may be withdrawn up until the time set for opening of the proposals. If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with the Foundation and promptly demonstrates to the reasonable satisfaction of the Foundation that there was a material and substantial mistake in the preparation of his/her Proposal, that Proposer may withdraw his/her Proposal.

CERTIFICATION

Operator must hold valid state, county, and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.

REGULATIONS, PERMITS, TAXES AND FEES

The selected Proposer(s) will be required to obtain at its own expense all licenses required to provide the required services to the Foundation. The selected Proposer must comply with all federal, state and local laws and regulations that may apply, including, but not limited to, those specifically referenced in the Proposal Documents. In addition, Proposer(s) shall obtain and pay for federal, state and local taxes chargeable to its operation.

INSURANCE REQUIREMENTS

The insurance requirements for the successful Proposer are:

- A. Prior to execution of a Contract by the Foundation, the Operator shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina. The Operator shall maintain, during the life of this Contract, Commercial General Liability, including Professional Liability, Errors and Omissions insurance in the minimum amount of \$2,000,000 in aggregate to protect the Operator from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Operator or by anyone directly employed by or contracting with the Operator.
- B. The Operator shall maintain during the life of this Contract, Liquor Liability with limits not less than \$1,000,000 each occurrence/\$2,000,000 in aggregate.
- C. The Operator shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the Operator from claims for damages for bodily and personal injury, including death as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles and valet parking activities whether operations be by the Operator or by anyone directly or indirectly employed by the Operator.
- D. The Operator shall maintain, during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by North Carolina Statutes.
- E. All Insurance, other than Worker's Compensation, to be maintained by the Operator shall specifically include the Blue Ridge Parkway Foundation and the Blue Ridge Parkway as an "Additional Insured."
- F. The Operator shall maintain Property Insurance as follows:
 - (a) Building(s) and Contents Coverage
 - Amount of insurance (buildings): Full replacement value without deduction
 - Amount of insurance (contents): Full replacement value without deduction
 - Amount of insurance (inventory): Full replacement value without deduction

Flood Insurance - Operator must obtain flood insurance. Flood Insurance may be available through the National Flood Insurance Program (NFIP).

INDEMNIFICATION

- A. To the fullest extent permitted by applicable laws and regulations, the Operator shall indemnify and save harmless and defend the Foundation and the Parkway, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the Operator pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the Operator and/or its subcontractors, agents, servants or employees.
- B. The Operator shall not be required to indemnify the Foundation and the Parkway, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the Foundation or the Parkway, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.
Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the Foundation or the Operator, nor shall this Contract be construed a waiver of sovereign immunity.

AUDIT

The Operator is aware that the Foundation Auditor has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof, may demand and obtain records and testimony from the Operator and its subcontractors. Operator understands and agrees that in addition to all other remedies and consequences provided by law, the failure of contractor or its subcontractors to fully cooperate with the Foundation Auditor when requested may be deemed by the Foundation to be a material breach of the Contract Documents justifying termination.

NON-COLLUSION

By submitting a Proposal, each Proposer affirmatively represents that neither the Proposer nor any of its officers, partners, owners, agents, representatives or employees have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer to submit a collusive or sham Proposal or have in any manner directly or indirectly sought by agreement or collusion to fix the prices of the Proposal or to secure through any agreement or collusion any advantage. The prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Operator or any of its agents, representatives, owners, or employees.

PROPOSAL REQUIREMENTS AND EVALUATION PROCESS

TENTATIVE SCHEDULE OF EVENTS: The schedule of events, relative to this selection shall be as follows:

Event:	Date:
Release of RFP	October 1, 2019
Proposals Due	November 15, 2019
Evaluation by Committee	November 29, 2019
Finalist's Interviews	Beginning December 2, 2019

SELECTION CRITERIA

Criteria 1 - Business Approach

Describe how you will function as a partner to both the Foundation and the National Park Service. This operation, as one of only four food service locations on the Parkway, functions as an ambassador and representative of both the Parkway and the Foundation to not only meet food and beverage service needs, but general Parkway visitor needs for information and orientation. This is a unique and special opportunity to become part of a dedicated team ensuring the legacy of visitor experiences at The Bluffs.

The Bluffs is not just a restaurant but is an iconic piece of history fondly recalled in the memories of thousands of visitors. Describe your vision for operations at The Bluffs and how this would fit into the history, culture, and experience of visitors to the Parkway. Describe any innovative concepts, linkages to the history of The Bluffs, and approaches to operations that would appeal to travelers along the Parkway.

Criteria 2 - Food and Beverage Operation

Describe how you will utilize the food and beverage space and operation in order to provide a quality customer experience with flow and efficiency, seating options, and minimize congestion. Describe how you will minimize crowding and wait times; provide menu information; and optimize seating to maximize customer satisfaction and enhance the visitor experience. The RFP includes the Proposed Facilities Floor Plan (Attachments A and B) to assist in responding to this criteria.

Include schematic and narrative explanations regarding food and beverage service, menu options and pricing, any additional amenities or equipment, and describe how you will maintain required visitor services throughout the patron's experience. Your plan to operate and manage customer flow, queuing, ordering, menu location, payment, food pickup or delivery, and other aspects of the operation should be addressed as well.

The Foundation understands that any business may receive the occasional notice of violation, penalty, fine, less than satisfactory public health rating, or similar regulatory notice from a federal, state, or local agency (hereinafter collectively referred to as "Infractions"). The Foundation is interested in

understanding how your business manages these Infractions and your overall strategy to minimize Infractions.

In addition, document and describe any inspection or food safety violations or contract litigation and actions taken to mitigate or remedy such violations.

Criteria 3 - Organizational Structure

Describe your organizational structure and provide documentation to help the Foundation understand your business and its relationship to other entities. Describe your experience with similar operations, history of employee recruitment and retention, training and supervision, and a history of violations and infractions as well as the strategies that you will implement to minimize them.

Provide two specific examples of your experience in the operation or management of a food and beverage operation similar to that required in the RFP. If the business is not yet in existence or has no operating history, describe your qualifying experience and explain how such experience will carry over to the proposed business entity directly. For each example provide the following:

- 1) Name and location of operation;
- 2) Time frame of experience;
- 3) Description of services provided (e.g., food and beverage);
- 4) Size of, and role in, operation;
- 5) Annual gross revenue by department and average number of transactions by department;
- 6) Operating hours and season; and
- 7) Number of employees, specifying full-time, part-time, and seasonal employees.

Criteria 4 - Financial Capacity

Demonstrate your financial capacity to commence and carry on operations under this RFP. Provide the franchise fee you propose to pay on gross receipts generated and provide expected revenues and costs of operation for the first three years of operation.

Demonstrate that your proposal is financially viable and that you understand the financial obligations by providing the following:

- 1) A complete credit report in the name of the Operator and a complete credit report for any entity that will provide financial assistance that includes scores and is dated within six months prior to the date of the proposal. The report must be from a major credit reporting company such as Equifax, Experian, TRW, or Dun & Bradstreet. If the Operator is not yet formed, include a credit report for each Operator-Guarantor.
- 2) Your estimate of the acquisition and start-up costs of this business. Explain fully the methodology and the assumptions used to develop the estimate. The information provided should be of sufficient detail to allow a reviewer to understand how the estimates were

determined. Provide estimates of prospective revenues and expenses of the business in the form of annual prospective income and cash flow statements for three years.

- 3) Demonstrate your ability to obtain the required funds for start-up costs by providing credible, compelling documentation, particularly evidence from independent sources, such as bank statements, audited or reviewed financial statements, and signed loan commitment letters.

The more definite the terms stated in the documentation, the more credible the Foundation is likely to find the Operator's ability to obtain the required funds.

In addition, provide the franchise fee you propose to pay on gross receipts generated. The minimum franchise fee acceptable to the Foundation is **fifteen percent (15%)** of gross receipts. The offer of a higher franchise fee than this minimum is generally beneficial to the Foundation and accordingly will generally result in a higher score under this selection criteria; *however, consideration of revenue to the Foundation is subordinate to the objectives of protecting, conserving, and preserving resources of the park area and of providing necessary and appropriate visitor services to the public at reasonable rates.*

Criteria 5 - Staffing and Training

Describe how you will recruit, train, and supervise employees for operations at The Bluffs including how they will meet the information needs of the visitors to the area.

A high quality and motivated staff is a critical component of meeting visitor needs at The Bluffs. There may be retention challenges because of the seasonal nature of the operation and the rural nature of the surrounding area. Describe how you will attract and retain high quality, diverse, and motivated employees, including management staff.

Criteria 6 - Mitigation of Operations on the Environment

Describe how you will mitigate the effects of the operation's activities on the unique and sensitive environment of the Blue Ridge Parkway, specifically by minimizing waste generation and utilizing environmentally safe cleaning products.

Criteria 7 - References

Provide references that can speak to your success in past endeavors similar to the proposed operation at The Bluffs.

Examples of references include:

References from landlord or statement that property is owned by Operator.

References from guests rating restaurant operated by Operator.

Information on employee longevity/turnover rate.

References from current employees.

Up to 3 published articles or printed ads for Operator's current or past ventures.

Other relevant information supporting references of Operator.

EVALUATION PROCESS

A. Proposals will be evaluated to determine if they are responsive to the Request for Proposals and responsible including holding proper licenses, being financially capable, and being insurable. Operators not meeting these criteria will not be considered. The Foundation reserves the right to obtain additional information from Proposers.

B. Operator has a continuing obligation to provide the Foundation with any material changes to the information requested.

The Evaluation Committee will utilize all information provided to rank proposals. Operators ranking the highest will be invited to make a presentation to the Evaluation Committee who will determine the most advantageous partnership to the Foundation. The Foundation expressly reserves the right to modify the procedures set forth herein for the selection/evaluation process. The Foundation CEO or her designee will commence contract negotiations with the proposer approved by Foundation whose proposal will be most advantageous to the Foundation and will continue negotiations in order of ranking, if required. Final Contract Approval will be by vote of the Blue Ridge Parkway Foundation Board of Trustees.

Oral Presentations

The Evaluation Committee shall determine whether to invite Operators to give an oral in-person presentation. Only those Operators with the highest rated scores will be invited to give oral presentations.

Final Selection

The Blue Ridge Parkway Foundation Board of Trustees will approve the selection of the Operator and the Final Contract prior to execution.

PROPOSER'S ACKNOWLEDGMENT AND PROPOSAL FORM

Restaurant Operator

Proposer's Name: _____

(Please specify if a corporation, partnership, other entity or individual)

Fed. ID# or SSN: _____

Address: _____

Telephone No.: _____

Fax No. _____

E-Mail: _____

Contact representative: _____

The undersigned authorized representative of the Operator agrees to all terms and conditions stated in the RFP, or has clearly identified any variations included in the proposal and proposes and agrees that if this proposal is accepted by the Foundation, the Operator will enter into good faith negotiations with the Foundation to contract to provide the services as stated in this proposal and in accordance with all terms and conditions of this RFP and the pricing set forth in the proposal document.

Authorized Representative's Signature

Date

Name: Position

Attachment A – Proposed Floor Plan included as a Separate Document

Attachment B – Proposed Floor Plan included as a Separate Document

Attachment C – Proposed Equipment List

EQUIPMENT LIST #

- | | |
|---|--------------------------|
| 1 EXISTING 3 COMP SINK | 33 TEA BREWER |
| 2 PRERINSE FAUCET | 34 COFFEE MAKER |
| 3 DISHWASHER | 35 JUICE/ICED COFFEE |
| 4 CLEAN DISH TABLE | 36 GRINDER |
| 5 SOILED DISH TABLE | 37 MILK FROTHER |
| 6 FAUCET | 38 EXPRESSO |
| 7 STEAM HOOD | 39 CAPPUCCINO |
| 8 ASSORTED SHELVING | 40 CUSTOM WINE DISPLAY |
| 9 WALL MOUNTED SHELVING | 41 WINE COOLER |
| 10 EXISTING ICE MACHINE AND BIN | 42 GLASS FROSTER |
| 11 EXISTING 2 COMP PREP SINK | 43 BEER COOLER |
| 12 OIL DISPOSAL CADDY | 44 UNDERBAR COOLER |
| 13 WORKTABLES, 30X48 W/ BACKSPLASH | 45 SODA WAND |
| 14 SLICER | 46 DROP-IN ICE BIN |
| 15 REACH-IN REFRIGERATOR | 47 UNDERBAR 3 COMP SINK |
| 16 WORKTOP REFRIGERATOR | 48 FAUCET |
| 17 WALL MOUNTED MICROWAVE | 49 POS SYSTEM |
| 18 CONVECTION OVEN | 50 SEATING/TABLE PACKAGE |
| 19 WORKTABLE, 24X30 W/ BACKSPLASH | |
| 20 FRYER | |
| 21 GRIDDLE | |
| 22 RANGE | |
| 23 EXHAUST HOOD | |
| 24 WORKTABLE, 24X72 NO BACKSPLASH | |
| 25 HAND SINK | |
| 26 STEAM TABLE, 4 WELL | |
| 27 REFRIGERATED SANDWICH/SALAD PREP | |
| 28 HOLDING CABINET | |
| 29 WORKTOP FREEZER | |
| 30 CUSTOM CABINETS | |
| 31 8 VALVE FOUNTAIN W/ UNDERCOUNTER BIB | |
| 32 COUNTERTOP REFRIGERATED DISPLAY CASE | |