

# REQUEST FOR PROPOSAL

## THE CITY OF VIRGINIA BEACH DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS

### *City of Virginia Beach*

ISSUING OFFICE:

PURCHASING DIVISION  
PRINCESS ANNE EXECUTIVE PARK  
2388 COURT PLAZA DRIVE  
VIRGINIA BEACH, VA 23456  
TELEPHONE: (757) 385-4438 FAX: (757) 385-5601

PLEASE FILL IN COMPANY NAME & ADDRESS  
IN THE SPACES PROVIDED BELOW:

DATE: August 31, 2009

Attention of Offeror is Directed To Section  
2.2-4367 – 2.2-4377 of Virginia Public  
Procurement Act (VPPA) (Ethics In Public  
Contracting)

RETURN THIS COPY

**THIS IS NOT AN ORDER**

RFP ITEM NO.

PRGA-10-0001

CLOSING DATE

**September 29, 2009**

CLOSING TIME

**3:00 PM**

PROCUREMENT OFFICER

**RENEE HESTER**

THE CITY OF VIRGINIA BEACH RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITIES IN THE COMPETITIVE NEGOTIATION PROCESS. FURTHER, THE CITY RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

### DESCRIPTION OF REQUEST FOR PROPOSAL

THIS DOCUMENT CONSTITUTES A REQUEST FOR SEALED PROPOSALS FROM QUALIFIED INDIVIDUALS AND/OR ORGANIZATIONS TO PROVIDE THE DEPARTMENT OF PARKS AND RECREATION SERVICES RELATED TO REVIEW OF OPERATIONS OF THE THREE MUNICIPAL GOLF COURSES AND TO PROVIDE RECOMMENDATIONS FOR IMPROVING OPERATING NET INCOME.

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1\_\_\_\_ #2\_\_\_\_ #3\_\_\_\_ #4\_\_\_\_ (Please Initial)

IN COMPLIANCE WITH THIS SOLICITATION AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED AGREES TO EXECUTE THE CONTRACT AS A RESULT OF THIS SOLICITATION. AN AGENT AUTHORIZED TO BIND THE COMPANY SHALL SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

AUTHORIZED AGENT/SIGNATURE \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

TYPE OR PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

ENCLOSURE

ANTICOLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE CLAUSE

**ANTICOLLUSION CLAUSE:**

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID OFFEROR DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.8 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED OFFEROR HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THERE FROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE CITY OF VIRGINIA BEACH HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

**DRUG-FREE WORKPLACE:**

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE CONTRACTOR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN 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 ON BEHALF OF THE CONTRACTOR THAT THE CONTRACTOR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR 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.

**NONDISCRIMINATION CLAUSE:**

1. EMPLOYMENT DISCRIMINATION BY OFFEROR SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR SHALL AGREE AS FOLLOWS:
  - A. THE OFFEROR, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE OFFEROR. THE OFFEROR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
  - B. THE OFFEROR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE OFFEROR, WILL STATE THAT SUCH OFFEROR 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.
  - D. OFFEROR WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

**Name and Address of Offeror:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Signature in Ink**

**E-mail Address:** \_\_\_\_\_

**Telephone Number:** (\_\_\_\_) \_\_\_\_\_

**Fax Phone Number:** (\_\_\_\_) \_\_\_\_\_

**FIN/SSN #:** \_\_\_\_\_

**Printed Name**

**Title**

Is your firm a "minority" business? ☐ Yes ☐ No If yes, please indicate the "minority" classification bellow:

☐ African American ☐ Hispanic American ☐ American Indian ☐ Eskimo ☐ Asian American ☐ Aleut

☐ Other; Please Explain: \_\_\_\_\_

Is your firm Woman Owned? ☐ Yes ☐ No

Is your firm a Small Business? ☐ Yes ☐ No

Is your firm Service Disabled Veteran Owned? ☐ Yes ☐ No

## I. PURPOSE

The Department of Parks and Recreation is seeking a professional consultant to review the operation of the three municipal golf courses and provide recommendations for long-term management options by which to improve net operating income. Also desired, is a recommendation on the long-term management for the Virginia Beach National Golf Club.

## II. BACKGROUND

The City of Virginia Beach has interests in seven golf courses located within its borders. Three of the courses are under long-term lease agreements and should not be considered in the consultants recommend long-term management options. The Department of Parks and Recreation operates three municipal golf courses as a special revenue fund. The three municipally managed courses operate with city employees providing the grounds maintenance with service Contractors operating the Pro Shop and Snack Bar. Bow Creek is a par 70 measuring 5917 yards; Kempsville Greens is a par 70 measuring 5843 yards; and Red Wing Lake Golf Course is a par 72 measuring 7124 yards. All service contracts at Bow Creek and Kempsville Greens expire at the end of 2010. The initial term for the service agreement for Red Wing Lake Golf Course clubhouse expires at the end of 2010, but can be extended for two additional periods of two-years.

While in FY 07-08 the Golf Course Special Revenue Fund was able to contribute over \$100,000 to its fund balance, this past fiscal year it had to go into the fund balance to cover all obligations. A downward trend in rounds and the need to fund capital improvements has raised questions of the ability to sustain the municipal golf courses as a special revenue fund.

The Virginia Beach Development Authority oversees a management agreement for the par 72 Virginia Beach National Golf Club which measures over 7400 yards. The initial term expires at the end of 2011, but can be extended for three two-year terms.

Virginia Beach is located in the south east corner of Virginia where the state meets the sea. It is bordered by the Chesapeake Bay to the north, North Carolina to the south and by the cities of Norfolk and Chesapeake on the west. The average temperature is 60 degrees, with an annual rainfall of 45" and snowfall of 7.3". The city covers 248 sq. miles and has a population of over 435,000. The medium household income is \$67,948. The average elevation is 12' above sea level. It is the 42<sup>nd</sup> largest city in the United States. Virginia Beach is a council-manager form of city government in the Commonwealth of Virginia, which is a right-to-work state.

The Virginia Beach MSA population is 1.65 million, which includes 16 cities and counties. The Virginia Beach MSA includes the cities of Chesapeake, Hampton, Newport News, Norfolk, Poquoson, Suffolk, Virginia Beach, and Williamsburg and the counties of Gloucester, James City, Mathews, Isle of Wight, Surry and York and the North Carolina county of Currituck. There are twelve military installations with over 32,000 military and civilian employees. Two thirds of the nation's population lives within 750 miles of the MSA.

Golf can be played year round. In the Virginia Beach MSA there are 61 golf courses. In the City of Virginia Beach there are 8 public, 3 municipal, 2 military (one has two 18-hole courses), and 4 private golf courses. Not in the Virginia Beach MSA, but 26 miles away is a golf course, which has two public 18 hole "signature" golf courses.

The current fiscal status of the Golf Course Special Revenue Fund (GCSRF) has been heavily impacted by the recession.

| <b>GOLF COURSE<br/>SPECIAL REVENUE FUND</b><br><b>Fiscal Year Balance for FY05 through FY10</b> |                         |                          |                         |                         |                            |
|-------------------------------------------------------------------------------------------------|-------------------------|--------------------------|-------------------------|-------------------------|----------------------------|
| <b>FISCAL YEAR</b>                                                                              | <b>Actual<br/>04-05</b> | <b>Actual<br/>05-06*</b> | <b>Actual<br/>06-07</b> | <b>Actual<br/>07-08</b> | <b>Projected<br/>08-09</b> |
| June 30 Ending Balance                                                                          | \$671,354               | \$428,151                | \$321,525               | \$493,475               | \$188,594                  |

*\*Red Wing Lake closed for renovations.*

| <b>GOLF COURSE SPECIAL REVENUE FUND</b><br><b>PAID 18-HOLE EQUIVALENTS</b> |                     |                |               |               |                     |
|----------------------------------------------------------------------------|---------------------|----------------|---------------|---------------|---------------------|
| <b>Fiscal Year</b>                                                         | <b>04-05</b>        | <b>05-06</b>   | <b>06-07</b>  | <b>07-08</b>  | <b>08-09</b>        |
| Bow Creek                                                                  | 22,816              | 25,025         | 24,769        | 24,538        | 20,299              |
| Kempsville Greens                                                          | 27,544              | 27,995         | 26,450        | 25,008        | 18,336 <sup>1</sup> |
| Red Wing Lake                                                              | 12,053 <sup>2</sup> | 0 <sup>2</sup> | 24,653        | 27,773        | 23,645              |
| <b>Total</b>                                                               | <b>62,413</b>       | <b>53,020</b>  | <b>75,872</b> | <b>77,319</b> | <b>62,280</b>       |

1. Two temporary greens used during bulkhead project 11/14/08 - 07/03/09

2. Closed for renovations 12/06/04; Reopened 09/14/06

### III. SCOPE OF WORK

The Department is interested in receiving proposals from professional consulting firms with significant golf course development experience, including real estate valuation and operations experience, which would provide the following:

1. Review national and local trends impacting the Hampton Roads golf market (within a 40 minute drive of Virginia Beach);
2. Evaluate current golf management and operations structure. Make recommendations for improvements to increase service delivery, sustainability and create capital reserves;
3. Evaluate course/facility conditions and future capital requirements over the next ten years;
4. Develop recommendations/options for long-term delivery of municipal golf services in a cost effective manner;
5. Evaluate current golf real estate holdings for potential sale to meet future capital requirements;
6. Final report to be submitted by the end of February 2010.
7. Provide presentation of draft report to Department representatives.

8. Provide presentation of the final report to the Parks and Recreation Commission.
9. Provide presentation of the final report to the City Council.
10. Provide an electronic file of the final report to the Department of Parks and Recreation with 30 hard copies.

Deliverables:

1. Analysis of National and local golf trends and the impact on Virginia Beach municipal golf courses.
2. Assessment of each of the three course's current operations and recommendations for improved service delivery, sustainability, and creation of capital reserves
3. Assessment of each of the three course's conditions and recommendation for a ten-year improvement program, which can be fiscally funded by the Special Revenue Fund
4. Identify options for management of each course, provide the pros and cons of each and recommend one based upon the Hampton Roads Golf Market
5. Recommendation on what direction should the City of Virginia Beach consider when the first term of the Virginia Beach National Golf Club management agreement expires.

IV. GENERAL TERMS AND CONDITIONS:

A. Laws and Regulations:

The Contractor's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

B. Applicable Law/Compliance with All Laws/Prompt Payment/Venue:

1. Applicable Law:

The contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance, or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, the contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

2. Compliance With All Laws:

The Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of the scope of work set forth herein. The Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. The Contractor further represents that it is a corporation, partnership, or limited liability company in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of this Contract.

3. Payments to Subcontractors:

In accordance with Title 2.2, Chapter 43, Article 4 of the Code of Virginia (Virginia Public Procurement Act), the Contractor shall make payment to all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the City, or, shall notify

the City and subcontractor in writing of the intention to withhold all or part of the amount due along with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one (1%) percent per month, unless otherwise provided in the contract, to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein.

These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide the City with its social security number or federal taxpayer identification number prior to any payments being made under this Contract.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation of the City. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

4. Venue:

Any and all suits for any claims or for any and every breach or dispute arising out of this contract shall be maintained in the appropriate court of competent jurisdiction in the City of Virginia Beach.

C. Non-Assignment:

The Contractor shall not assign its rights and duties under this contract without the prior written consent of the City.

D. Subcontractors:

The use of subcontractors and the work they are to perform shall receive prior written approval of the contract administrator. The Contractor shall be solely responsible for all work performed and materials provided by subcontractors. The Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor.

E. Termination With Cause/Default/Cancellation:

1. In the event that the Contractor shall for any reason or through any cause be in default of the terms of the contract, the City may give the Contractor written notice of such default by certified mail/return receipt requested. Unless otherwise provided, the Contractor shall have ten (10) days from the date such notice is received to cure the default. Upon failure to cure the default, the City may immediately cancel and terminate the contract as of mailing date of the default notice.
2. Upon termination, the Contractor shall withdraw its personnel and equipment, cease performance of any further work under the contract, and turn over to the City any work in process for which payment has been made.
3. In the event of violations of law, safety or health standards and regulations, the contract may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

F. Termination Without Cause:

1. The City may at any time, and for any reason, terminate the contract by written notice to the Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to the Contractor by certified mail/return receipt requested.

2. In the event of such termination, the Contractor shall be paid such amount as shall compensate the Contractor for work satisfactorily completed, and accepted by the City, at the time of termination.
3. If the City terminates the contract, the Contractor shall withdraw its personnel and equipment, cease performance of any further work under the contract, and turn over to the City any work completed or in process for which payment has been made.

G. Non-Appropriation:

The City shall be bound, hereunder, only to the extent that funds shall have been appropriated and budgeted or are otherwise available for the purpose of this contract. In the event that no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period of payments due under this contract, then the City shall immediately notify the Contractor of such occurrence and this contract shall terminate the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind, whatsoever.

H. Exclusivity:

The City reserves the right to procure goods or services covered under this contract from a third party when, in the City's sole discretion, it is deemed to be in the City's best interest.

I. Submission and Disposition of Contractual Claims:

Prompt knowledge by the City of an existing or impending claim for damages or other relief may alter the plans, scheduling, or other action of the City and/or result in mitigation or elimination of the effects of the claim. Therefore, a written statement providing the City with notice of Contractor's intention to file a claim which (i) describes the act or omission by the City or its agents that the Contractor contends caused it damages or entitles it to other relief; and (ii) provides a description of the nature and amount of the claim. Such written statement shall be submitted to the City within twenty (20) days of the time of the occurrence or beginning of the work upon which the claim is based; provided, however, if such damage is deemed certain in the opinion of the Contractor to result from its acting on an order from the City, it shall immediately take written exception to the order. For purposes of this provision, "claim" shall include, without limitation, any request for an increase in the Agreement price or time and any request for equitable adjustment. Submission of a notice of claim as specified shall be mandatory, and failure to submit such notice shall be a conclusive waiver to such claim for damages or other relief by the Contractor. Neither an oral notice or statement, nor an untimely notice or statement will be sufficient to satisfy the requirements herein.

The City will review the claim and render a final decision in writing within thirty (30) days of receipt of Contractor's written request for a final decision. Such decision shall be final and binding to the fullest extent allowed by law.

J. Compliance With Immigration Laws:

Contractor does not currently, and shall not during the performance of this contract, knowingly employ an unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986. See Section 2.2-4311.1 of Code of Virginia.

K. Severability:

The provisions of this contract shall be deemed to be severable, and should any or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.

L. Waiver:

No failure of the City to exercise any right or power given to it by law or by this contract, or to insist upon strict compliance by contractor with any of the provisions of this contract, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the City's right to demand strict compliance with the terms of this contract.

M. Integration:

This contract and any exhibits incorporated by reference in this contract constitute the final, complete, and exclusive written expression of the intentions of the parties, and shall supersede all previous communications, representations, agreements, promises or statements, whether oral or written, by any party or between the parties.

V. SPECIAL TERMS AND CONDITIONS:

A. Certificate of Insurance:

A certificate of insurance written by a company or companies acceptable to the City of Virginia Beach shall be submitted to the City prior to beginning work under the contract and no later than ten (10) days after the award of the contract. Such insurance shall be maintained during the entire term of the contract and shall be in the forms and at the limits as shown below:

1. Workers' Compensation Insurance as required under Va. Code Title 65.2
2. Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverages, in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL). Such insurance shall name the City of Virginia Beach as an additional insured.
3. Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).

B. Payment Schedule:

1. Payment for services rendered by the Offeror, shall be billed in accordance with the following schedule:
  - a) Paid monthly based on percentage of milestones completed.
2. Payment on invoices shall be Net 30 days after receipt of invoice.

C. Hold Harmless-Indemnification:

It is understood and agreed that the Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its subcontractors, agents, or employees under or in connection with this Contract. The Contractor agrees to indemnify and hold harmless the City and its agents, volunteers, servants, employees, and officials from and against any and all claims, losses, or expenses, including reasonable attorneys' fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of, or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this contract, and (c) the performance of work by the Contractor or those for whom the Contractor is legally liable. Upon written demand by the City, the Contractor shall assume and defend at the Contractor's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees, or officials.

VI. SPECIAL INSTRUCTIONS TO THE OFFEROR:

A. Contract Administrator:

Whenever used in the Request for Proposal and for purposes of any notices under this contract, Contract Administrator shall be as described below:

Dick Nutter  
City of Virginia Beach  
Department of Parks & Recreation  
2408 Courthouse Drive  
Building #21  
Virginia Beach, VA 23456  
(757) 385-1127

B. Pre-Proposal Conference:

A pre-proposal conference will be held in the Purchasing Division's conference room located in the Kempsville Building, 1<sup>st</sup> Floor, 2388 Court Plaza Drive, Virginia Beach, Virginia 23456. The conference will be held at **10:00 am, on September 14, 2009**. The purpose of the conference is to clarify and answer any questions associated with the solicitation. Any changes determined necessary as a result of this conference or any other source which may affect the responses to the solicitation shall be formally addressed by the Issuing Office via addenda. Attendance of this conference is not mandatory, but is advisable.

VII. GENERAL SUBMITTAL TERMS AND CONDITIONS:

A. Definitions of Terms:

The following definitions of terms are used herein:

1. The term "City" refers to the City of Virginia Beach.
2. The term "Offeror" refers to the person, firm, or company that provides a proposal in response to this Request For Proposal (RFP) and who may or may not be successful in achieving an opportunity to negotiate for the final award of a contract.
3. The term "Contractor" means the Offeror to which the contract will be awarded. References to the Contractor in this RFP shall also apply in full to any subcontractor for the named Contractor.

B. Submittal of Proposals:

1. The proposal and required copies shall be placed in a sealed envelope or package that shall be identified with the Request for Proposal's item number, the Date and Time of closing, and the name and address of the Offeror.
2. An **original** and **five (5) copies** of each proposal shall be submitted. The original proposal should be clearly marked "**ORIGINAL**" on its outside cover.
3. All proposals shall be received and time-stamped in the office location described below no later than **3:00 PM**, local time, **September 29, 2009**. Proposals received after the specified date and time (time-stamped 3:01 p.m. or later) shall not be considered and shall be returned unopened to the Offeror.
4. Issuing Office:

City of Virginia Beach  
**Renee Hester**  
Princess Anne Executive Park  
Kempsville Building, 1<sup>st</sup> Floor

2388 Court Plaza Drive  
Virginia Beach, VA 23456  
(757) 385-4438

5. Proposals received by telephone, telegraph, facsimile or any other means of electronic transfer shall not be accepted.
6. An Offeror receiving a Request For Proposal from a source other than the Issuing Office or DemandStar by Onvia, should contact the Issuing Office to become an Offeror Of Record before submitting its proposal.

C. Examination:

Offeror shall carefully examine the contents of this Request for Proposal and any subsequent addenda.

D. Questions:

1. Questions concerning this solicitation may be made by telephone or in writing. Questions should be addressed to the Issuing Office not less than fifteen (15) working days prior to the closing date of the Request for Proposal. Telephonic questions should be directed to the appropriate person listed below:
  - a) Scope of Work Questions: Dick Nutter (757) 385-1127
  - b) Procurement Questions: Renee Hester (757) 385-8605
2. Any material changes to the solicitation document will be addressed by issuance of a written addendum to all Offerors of Record that will become part of the proposal documentation.
3. Oral instructions do not form a part of the proposal documents.
4. The Offeror shall check with the Issuing Office within forty-eight (48) hours prior to proposal closing to secure any addenda affecting bidding.

E. Conditions of Work:

Each Offeror shall inform himself/herself fully of the conditions relating to the project and the employment of labor therein. Failure to do so will not relieve a successful Offeror of his obligation to furnish all materials and labor necessary to carry out the provisions of this agreement.

F. Anticollusion/Nondiscrimination/Drug-Free Workplace Form:

The attached Anticollusion/Nondiscrimination/Drug-Free Workplace form incorporated herein (page 2) should be executed and returned with the proposal documents.

G. Woman and Minority Participation Plan:

**IN ORDER FOR A RESPONSE TO THIS RFP TO BE CONSIDERED, THE RESPONSE MUST CONTAIN A COMPLETE WOMAN AND MINORITY PARTICIPATION PLAN. FAILURE TO SUBMIT A WOMAN AND MINORITY PARTICIPATION PLAN THAT ADDRESSES EACH ELEMENT MAY RESULT IN A RESPONSE BEING DECLARED NON-RESPONSIVE. EVERY OFFEROR, INCLUDING ANY CERTIFIED MBE, SBE, AND/OR DBE, MUST SUBMIT A COMPLETE WOMAN AND MINORITY PARTICIPATION PLAN IN ACCORDANCE WITH THE FOLLOWING PARAGRAPHS.**

|                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>MBE PARTICIPATION:</b> It is the policy of the City of Virginia Beach to encourage the participation of minority and woman-owned businesses in city procurement activities. In furtherance of this policy the City adopted sections 2-224.1 through 2-224.8 of the City Code on February 28, 1995 |
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(commonly referred to as the "Minority Procurement Ordinance"). City Council amended sections 2-224.1 through 2-224.8 of the City Code on April 4, 2006.

Pursuant to Section 2-224.3, in order for a response to this RFP to be given further consideration, the Offeror must provide a Woman and Minority Participation Plan setting forth at a minimum: (a) The good faith minority and woman-owned business participation efforts which the Offeror has undertaken in the past two years; (b) Whether the Offeror intends to utilize any subcontractors; (c) What, if any, woman-owned and minority-owned subcontractors the Offeror intends to utilize; (d) The work to be performed by each woman and minority -owned subcontractor; (e) The anticipated amount or percentage to be paid to each woman and minority-owned subcontractor; (f) The composition of the Offeror's workforce, specifically indicating the percentage of woman and minority employees in their company; (g) The percentage of woman and minorities in management positions, supervisory positions, professional positions, and non-professional positions; (h) What steps the Offeror has taken to solicit subcontracting proposals from woman-owned and minority-owned subcontractors; (i) Which woman-owned and minority-owned businesses the Offeror has solicited; (j) If the Offeror has elected not to utilize a woman-owned or minority-owned subcontractor, an explanation of the decision; and (k) Any additional Good-faith Minority-owned and Woman-owned Business Participation Efforts the Offeror intends to make in connection with the contract. If, in the statement submitted in response to subsections (a) through (k), Offeror indicates that it has not undertaken any good faith minority-owned business participation efforts in the past and/or does not intend to undertake any such efforts in connection with the performance of this contract, Offeror must also submit a statement setting forth the reasons why it has not undertaken such efforts in the past and/or does not intend to undertake them in connection with the performance of this contract. Woman and Minority Participation Plan forms are available on the City of Virginia Beach's website, located at [www.vbgov.com](http://www.vbgov.com); select Business at top left corner of screen; then select Minority Business Council; from there select Related Documents; and from there select Woman and Minority Participation Plan Form for download, or by contacting the City of Virginia Beach Purchasing Division at (757) 385-4438.

OFFEROR MUST ADDRESS ALL ELEMENTS OF THE WOMAN AND MINORITY PARTICIPATION PLAN IN ITS RESPONSE TO THE RFP. If detailed responses to elements (c), (d), and (e) are not practicable at this stage due to uncertainty as to the precise scope of the project, please indicate that the specifics are unknown at this time. The successful Offeror shall update the Woman and Minority Participation Plan with detailed responses to all elements prior to execution of the contract with the City. FAILURE TO SUBMIT A COMPLETE WOMAN AND MINORITY PARTICIPATION PLAN WITH THE PROPOSAL MAY RESULT IN THE PROPOSAL BEING DECLARED NON-RESPONSIVE.

H. Proposal Binding for One Hundred Twenty (120) Days:

The Offeror agrees that this proposal shall be good and may not be withdrawn for a period of one hundred twenty (120) calendar days after the scheduled closing time for the Request For Proposal.

I. Proprietary Information:

Offerors are advised that Section 2.2-4342 of the Code of Virginia, i.e., the Virginia Public Procurement Act, shall govern public inspection of all records submitted by the Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, **Offeror shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is needed.** Furthermore, the Offeror shall submit proprietary information under separate cover, and the City reserves the right to submit such information to the City Attorney for concurrence of the Offeror's claim that it is in fact proprietary. References may be made within the body of the proposal to proprietary

information; however, all information contained within the body of the proposal not labeled proprietary or otherwise not meeting all three of the requirements of Section 2.2-4342 shall be public information in accordance with State statutes.

J. Proposal Costs:

Prospective Offerors shall be responsible for all costs incurred in the development and submission of a proposal. The City assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by an Offeror, any cost associated with interviews and travel, or any other Offeror cost involved in a response.

K. Exceptions:

Proposals should be as responsive as possible to the provisions stated herein, however, an Offeror may take exceptions to the provisions without their proposal being disqualified. During the evaluation process, the City will consider whether the impacts of any such exceptions are positive or negative. The Offeror should clearly indicate when exceptions or deviations are being taken and state the reason why. Notwithstanding the above, proposals received late shall be rejected.

L. Award:

The award of a contract shall be the sole discretion of the City. The award shall be based upon the evaluation of all information as the City may request. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the bidding. Further, the City reserves the right to enter into any contract deemed to be in the best interest of the City.

M. Public Notice of Award or Decision to Award:

Public notice of the award or the announcement of the decision to award shall be provided by posting the appropriate notice on the "bid board" located in the Issuing Office, posting notice with DemandStar by Onvia, and mailing the notice to the Offerors who submitted proposals in response to the solicitation.

N. Preparation Guidelines:

For consideration, all proposals should be as responsive as possible to the solicitation. In order to adequately evaluate the proposals, all Offerors should use the following format:

1. Experience

Offeror shall provide a concise description of their work experiences as it relates to the scope of work outlined herein. Said description should include, but not be limited to:

- a) Offeror's established experience record in providing comparable services.
- b) Number of years the Offeror has been providing these types of services;
- c) A minimum of five (5) references for whom Offeror has provided services comparable to those described in this RFP. For each reference, detail:
  - (1) Name of firm;
  - (2) Address of firm;
  - (3) Name, title, e-mail address, phone, and fax of a contact for the firm;
  - (4) Number of years Offeror has served the firm; and
  - (5) Brief summary of scope of services provided.
  - (6) Brief summary of measures of success of your operations.

2. Capability and Skills:

Offeror shall provide a description of the qualifications and skills of the organization and personnel who shall be responsible for performance of the services. Such description shall, at a minimum, include the following:

- a) A description of the Offeror's company history and current operating characteristics to include the number of years in business, philosophy, ownership, number of employees, organizational chart, annual sales, geographic coverage, etc.
- b) A description of the Offeror's financial stability and other resources that most adequately ensures the delivery of acceptable services to the City. The Offeror shall indicate the type of organization they represent, i.e. individual, partnership or corporation. If the Offeror represents a corporation or partnership, the names of the President, Vice-President, Secretary, Treasurer and all principals or partners shall be listed.

The Offeror should provide financial statements – i.e. audited annual financial reports, for the previous three (3) years.

- c) A listing of the personnel that will be assigned to the project along with a summary of their qualifications and specific responsibilities for the project.
- d) Examples of measurable goals and objectives that can be incorporated in the agreement.

3. Services to be Provided:

Offeror should provide a description outlining the services to be performed. Such description should, at a minimum, provide the following information:

- a) Offeror's understanding of the project.
- b) Overall project plan.
- c) Listing and annotation as to the manner in which the Offeror proposes to meet each provision stipulated in the Scope of Work section of this RFP.
- d) Listing of all major tasks to be performed by the Offeror and the deliverable products associated with each task.
- e) Listing of the individual products to be provided.
- f) Time schedule associated with the completion of each task.
- g) List of any exceptions taken to the provisions of this RFP.

4. Price

Offeror shall provide a detailed description of the total cost to perform the services. The cost break down shall identify in separate detail the charges associated with each deliverable item and major task,

O. Proposal Opening:

At the time specified, the proposals received timely shall be opened. Only the names of the Offerors submitting proposals shall be read aloud. No other information will be provided at that time.

P. Evaluation:

The City shall select two (2) or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the factors listed below:

- 1. Offeror's experience in providing the services requested.

2. Offeror's capability and skill to perform the services.
3. Responsiveness of the written proposal to the purpose and scope of work.
4. Price.

Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the City shall select the Offeror, which in its opinion, has made the best proposal, and shall award the contract to that Offeror. Should the City determine in its sole discretion that one Offeror is qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The City of Virginia Beach is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

**Q. Presentation/Demonstration:**

The City shall request the "short-listed" Offerors to conduct presentations/ demonstrations of the Offeror's proposed System's features and capabilities. Offeror presentations/ demonstrations shall be at a City site, at a date and time mutually agreed to between the City and Offeror, and shall be at the Offeror's expense.

**R. Submittal:**

The Offeror shall submit the following documents/information:

1. Cover page of Request For Proposal with signature, title, and date;
2. Completed anticollusion/nondiscrimination/drug-free workplace form (page 2);
3. Woman and Minority Participation Plan as required under Section VII, Subsection G of this document.
4. Proposal as requested herein under Section VII, Subsection N, entitled "Preparation Guidelines"