

---

## REQUEST FOR PROPOSALS

**April 29, 2009**

**RFP #2009-05635-0911**

City of Newport News  
DEPT OF PURCHASING, OFFICE OF THE PURCHASING DIRECTOR  
2400 Washington Avenue  
Newport News, VA 23607



**Phone: (757) 926-8042/ Fax: (757) 926-8038**

---

### OPERATION OF THE DEER RUN GOLF COURSE RESTAURANT/GRILL FOR NEWPORT NEWS DEPT. OF PARKS, RECREATION & TOURISM

#### ADDENDUM 2

**BID DUE: May 20, 2009 @ Close of Business**

Contract Officer:

---

Ayana Fields, Buyer II

It shall be understood that the original document dated April 1, 2009 was replaced in its entirety with the document dated April 29, 2009, as posted on the City of Newport News Purchasing website ([www.nngov.com/purchasing](http://www.nngov.com/purchasing)). The April 29<sup>th</sup> document is Addendum #2 of this solicitation. When submitting an offer, the April 1, 2009 document need not be completed and returned. However, offerors shall complete and return the April 29, 2009 document and all subsequent addenda.

**Be advised of the major changes in the document:**

- There will be an optional pre-submittal meeting on May 12<sup>th</sup> at 11:00 am located at 901 Clubhouse Way.
- The due date has been changed to May 20<sup>th</sup>.

**The following questions were posed to the City of Newport News. Below are the questions with the responses:**

1. What is the rent being paid by the current vendor? **The current rent amount is \$2,000 per month.**
2. What percentage of sales is the current vendor paying The City of Newport News? **3% of gross sales; Range of sales \$396,363 to \$440,072 per year**

3. What have the past monthly and/or annual utility charges been for the food service vendor?
  - a. **Electric Monthly Average \$900/mo. Excluding walk-in cooler**
  - b. **LP Gas - Monthly Average - \$1,050/mo.**
4. What food service, kitchen, catering, etc. equipment conveys? **The Tenant agrees, at its own cost and expense, to install the appropriate trade fixtures. There is a complete list of equipment at the end of these questions.**
5. Could you provide the floor plans, layout, dimensions & seating for all food service areas? **Please attend the pre-submittal meeting for this information.**
6. What is the projected start date for a new vendor if one is chosen? **This will be negotiated with the successful Offeror.**
7. If a new vendor is selected, how will the catering contracted for the location be handled? **All catering, restaurant and snack bar services are operated by Tenant.**
8. Is there a purchase agreement required? **This will be a lease.**
9. Does our company need to register as a vendor with the City of Newport News? **While you don't have to register as a vendor with the City in order to submit a proposal, it is suggested that you do so on our website at [www.nngov.com/purchasing](http://www.nngov.com/purchasing). The Tenant will have to have the appropriate licenses to conduct the business.**
10. Sales and commissions by month were for 2007 and 2008. **This information is not available.**

11. Sales for the grill, pavilion, and snack shack. **Sales reports are not broken by location.**
12. Financial records and previous contract(s). Is this information of public record? If so, where would we access this information? **The previous contract is open for viewing in the Purchasing Department. Please call Ayana Fields to set up an appointment.**
13. Does the City own the equipment located at the site? **City owned equipment is listed at the end of the questions.**
14. Who is responsible for repairs/maintenance of this equipment? **The Tenant is responsible for the repair and replacement of trade fixtures.**
15. Can we get a list of included equipment? **See the list below these questions.**
16. Are the beverage carts supplied by the City? **The Tenant will provide the carts.**
17. How can we make arrangements to look at the site? **There will be a pre-submittal meeting.**

**Equipment:**

**Trade Equipment Owned by City:**  
**Deer Run Grille location:**  
Tables, Bar Stools & Chairs (downstairs)  
Chairs (upstairs)  
Dishwasher - needs replacement  
Stove - not used; not hooked up to gas  
Beer/beverage coolers - needs replacement  
**Cart Shed location:**  
Walk-In Cooler - freezer needs to be replaced  
**Pavilion Location:**  
Walk-In Cooler  
Fire Suppression System  
3-compartment sinks (To be conveyed by current tenant)

Operation of the Deer Run Golf Course Restaurant/Grill

**Trade Equipment Owned by Current Tenant:  
Deer Run Grille location:**

**Fryer  
Sandwich Machine  
Tables (upstairs)  
Plates & Silverware**

**Pavilion Location:**

**Dishwasher  
Oven  
Stove  
Stainless Steel Cabinets  
Glass Rack  
Tables & Chairs**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Fed. Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This form must be signed. All signatures must be original and not photocopies.



## Request for Proposals (Addendum 2)

### OPERATION OF THE DEER RUN GOLF COURSE RESTAURANT/GRILL FOR NEWPORT NEWS DEPT. OF PARKS, RECREATION & TOURISM

**RFP #2009-05635-0911**  
**April 29, 2009**

City of Newport News, Dept. of Purchasing  
2400 Washington Avenue, 4<sup>th</sup> Floor, City Hall  
Newport News, VA 23607  
Phone: (757) 926-8042/ Fax: (757) 926-8038  
[www.nngov.com/purchasing](http://www.nngov.com/purchasing)

Sealed proposals, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, until the time and date shown below (local prevailing time), for furnishing the services described in the solicitation.

**Scope of Work:** To establish a contract for the operation of the 1,200+ square foot full service restaurant/grill at the Newport News Golf Club, 901 Clubhouse Way, Newport News, VA 23608. **There will be an optional pre-submittal meeting on May 12, 2009 at 11:00 am at the Deer Run Grill located at 901 Clubhouse Way.**

### Proposals Due: May 20, 2009 at Close of Business

**Contract Officer:** \_\_\_\_\_ *Ayana Fields* \_\_\_\_\_  
Ayana Fields, Buyer II, (757) 926-3783

**\*AN ORIGINAL AND TWO (2) COPIES OF YOUR SUBMITTAL IS REQUESTED\***

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the services requested and certifies he has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Email address \_\_\_\_\_

Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**I. Conditions and Instructions** (*RFP Rev. 08-14-08*)

1. All proposals must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the offeror may attach a writing that will be made a part of the proposal. All proposals must be submitted in a sealed envelope plainly marked using RFP number, date and time.
2. It will be the responsibility of the offeror to see that his proposal is in this office by the specified time and date. Date of postmark will not be considered. Telephone, fax and verbal offers will not be accepted.
3. Prices, if requested, should be stated in units of quantity specified.
4. The offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person submitting a proposal for the same product or service and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.
5. In event of default by the offeror, the City reserves the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each Department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
7. The offeror guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the offeror is not the patentee, assignee, or licensee.
8. All proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
9. By signing this proposal, the offeror assigns to the City of Newport News any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this offer. This

provision is remedial in nature and is to be liberally construed by any court in favor of the City of Newport News.

10. Appeals Procedure: Upon request, administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusals to allow withdrawal of proposals, appeals from disqualifications and determinations of non-responsibility and appeals from decisions or disputes arising during the performance of a contract.
11. **Non-Discrimination:** During the performance of this contract, the successful bidder agrees as follows:
  - a. He will not discriminate against any employees or applicants 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 one or more of these are a bona fide occupational qualification reasonable necessary to the normal operations 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 non-discrimination clause.
  - b. *The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.*
  - 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.

The contractor will include the provisions of the foregoing paragraphs, (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

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 prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

*For the purposes of this subsection, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, 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.*

***This public body does not discriminate against faith-based organizations.***

12. Direct contact with City Department, other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the contracting officer.
13. Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City of Newport News.
14. Applicable Law and Courts: Any purchase order/contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations. These Conditions and Instructions shall be applicable to the extent that they are non-contradictory to the proposal terms and/or instructions on the following pages. **The contractor certifies that he does not and shall not during the performance of the contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.**

**Every business must register with the Virginia State Corporation Commission before transacting business in Virginia.**

15. If City Hall is closed for business at the time scheduled for the proposal opening, sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.
16. If you have obtained this solicitation from our web page or from a source other than directly from the City of Newport News, it is the offeror’s responsibility to check with our office prior to submitting your offer to ensure that you have a complete, up-to-date package. The Purchasing Department takes no responsibility to ensure any interested offeror has obtained any outstanding addenda

The original copy maintained at our offices, in the bid/proposal file folder, shall be considered the official copy. In the case of any inconsistency between bid/proposal documents submitted to the City, but not clearly listed on the exception page of the

Operation of the Deer Run Golf Course Restaurant/Grill

document as an exception by the offeror, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the offeror may be cause to disqualify your bid/proposal.

17. A valid business license from the City shall be required. The Contractor shall also be registered with the State Coporation Commission to do business in the Commonwealth.
  
18. Submit questions regarding the RFP in writing to Ayana Fields, Buyer II, no less than five (5) days prior to the closing date of the Request for Proposal. Questions may be transmitted by facsimile (757) 926-8038 or email [afields@nngov.com](mailto:afields@nngov.com).

**It is the policy of the City of Newport News to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. The Offeror is requested indicate how such businesses shall be utilized in the performance of this contract.**

**RFP 2009-05635-0911**

Since it is the intent of the City to promote small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE), you are **requested** to report the percentage of dollars which will be **sub-contracted** to each of the business classifications pertaining to this contract. If you should sub-contract with SBE's, MBE's and WBE's, list the dollar figures separately for each general classification.

This will enable the City to track the amount of business the City does with small, minority and women-owned businesses. Without your cooperation it would be very difficult to fully understand the City's performance in this important segment of the market. Indicate your figures below and return this form to the Purchasing Department **with your proposal response package.**

If you are not subcontracting, even if you are a S/M/WBE, put zeros in the spaces below.

% of SBE Dollars to be Sub-contracted      % \_\_\_\_\_

% of MBE Dollars to be Sub-contracted      % \_\_\_\_\_

% of WBE Dollars to be Sub-contracted      % \_\_\_\_\_

## **Anti-Collusion Certification**

The offeror certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The offeror understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The offeror also understands that failure to sign this statement will make the proposal non-responsive and unqualified for award.

Signed: \_\_\_\_\_

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

Name of Company: \_\_\_\_\_

## **OPERATION OF THE DEER RUN GOLF COURSE RESTAURANT/GRILL**

### **I. Purpose:**

It is the purpose of this Request for Proposals (RFP) to solicit sealed proposals from qualified offerors to lease and operate a 1,200+ square foot full service restaurant /grill at the Newport News Golf Club, 901 Clubhouse Way, Newport News, VA 23608. The contract shall include the preparation and sale of food and beverages on two golf courses, 10<sup>th</sup> Tee concession, Golf Course Restaurant and the banquet room in the clubhouse and Pavilion.

### **II. Desired Services:**

The City's objective is to engage a Contractor to operate a functional restaurant/grill facility that will serve the dining needs of the golfing and general public. The Contractor should also be capable of providing onsite catering for special events such as golf outings, golf tournaments, weddings, birthdays, etc.

At a minimum, it is required that the concession will be open for breakfast, lunch and dinner hours, seven (7) days a week, twelve (12) months a year. The desired hours of operation are from 6:00 AM to 7:00 PM and may be subject to seasonal variations. In addition, the Contractor shall provide food service in full operation 15 minutes prior to the first tee time each day. Food service must include hot food items (selection to be negotiated with successful Offeror) at breakfast and lunch daily.

The beverage cart service shall be increased to 7:00 p.m. daily, from June to August. The Contractor shall operate at least two (2) beverage carts, or one cart and the 10<sup>th</sup> Tee Snack Bar on Fridays, Saturdays, Sundays and holidays from May to September.

The Contractor shall develop a food tournament service package that eliminates the need for customers to make two appointments (one with pro shop and the other with the food service manager) to book a tournament. The Contractor shall also designate a food service manager who can be contacted as needed to address day-to-day operational concerns and issues.

The City will grant the Contractor exclusive rights to operate the facility during the term of the contract and will not permit any similar food or catering concessions to be operated by other Offerors on the Golf Course property without the prior approval of the Contractor. The City reserves the right to exempt the Department of Parks, Recreation and Tourism from this requirement for special events that are sponsored by the Department.

The Contractor may serve alcoholic beverages on the premises in compliance with the terms of the appropriate City Ordinances. The Contractor shall be responsible for securing all alcoholic beverage licenses and adhering to all laws pertaining to the sale of alcoholic beverages.

The Contractor shall obtain approval from the City prior to the fabrication and installation of any signs, fixtures, structural alterations or building improvements. All improvements to the

Operation of the Deer Run Golf Course Restaurant/Grill

building, which may include, but is not limited to the installation of appliances, shall become the property of the City at the termination of the contract.

The Contractor shall surrender the premises, along with any improvements, in good order and in working condition at the end of the contract. The Contractor shall remove all inventories of food and beverages at the end of the contract.

Upon award of the contract, the City may require the Contractor to supply a security deposit equal to the estimated amount payable to the City for six (6) months of the contract. This amount shall be held by the City to guarantee performance of the contract. This deposit will be returned to the Contractor at the end of the contract or any renewal, upon the receipt of a satisfactory final audit. At the sole discretion of the City, any damages, outstanding fees or charges involving the Contractor may be deducted from the security deposit.

The Contractor shall be responsible for adherence to all health regulations promulgated by the Virginia Department of Health before and during the operation of the restaurant. It is the Contractor's sole responsibility to ensure that these regulations are strictly complied with at all times during the tenure of the contract. In addition, the Contractor shall comply with all laws, rules and regulations of the City, State and Federal governments as they pertain to the operation of the restaurant and concession operations. The Contractor shall not permit any unlawful use of the premises at any time.

### **III. Contractor Responsibilities**

The Contractor will be responsible for:

- Providing food and beverage sales.
- The upkeep of the premises to include at a minimum, the daily cleaning of the affected areas used for food service and the restroom that directly serve the restaurant/grill.
- The provision of adequate refuse containers and the regular pick-up of trash and garbage generated by the operation.
- The payment of all utilities used by the concession only.
- The acquisition of all required licenses, permits and certifications.
- The development and maintenance of accurate and current financial records.

*The City requires that access be provided to all sales records to ensure the City's interest in any revenue sharing offer. Records shall be current and properly maintained for the entire period of the contract including any subsequent renewals. At the end of the contract, the Contractor shall provide the City with all current records for auditing. These records shall become the property of the City.*

*Access to the Contractor's financial statements and records shall be made available to the City Auditors and/or the Department of Parks and Recreation Financial Administrator within 48 hours of request.*

#### **IV. City's Responsibilities**

The City shall be responsible for:

- Providing any needed repairs to the exterior of the building and restrooms.
- Providing reasonable access to the facility.
- Providing any additions, alterations or improvements to the facility at its sole judgment.
- Providing for the general security of the clubhouse premises and grounds.

#### **V. Required Proposal Submittals:**

Offerors are requested to provide the following information in their proposals by addressing all points with a sufficient level of detail to enable a reasonable evaluation of their proposal. Offerors are encouraged to include any additional information that may aid the City in the evaluation of their proposal:

- Present a statement that provides a clear understanding of this solicitation and indicates the desired results the City is seeking in the operation of the restaurant/grill.
- Indicate the name, address and telephone number of the proposed proprietor of the operation and provide an overview of the previous experience in restaurant operations. Provide the names and phone numbers of two (2) contact persons who can provide a reference for the proprietor. List all employees that will work in the operation.
- Detail previous experience and background your firm has had with similar operations that are comparable in scope with this solicitation. Include the name and location of each operation and provide adequate detail to enable a comparison to the City's restaurant/grill operation.
- Provide financial statements, including the last available reporting period, showing the solvency of the proposed Offeror. Any other evidence that shows financial stability should also be included.

Operation of the Deer Run Golf Course Restaurant/Grill

- Provide a proposed financial plan that includes a minimum monthly sum that would be paid to the City for the use of the facilities. Include a plan that discusses the ownership of the restaurant/grill equipment. It is also suggested that a revenue sharing plan be offered for gross sales.
- Provide a list proposed menus and/or items to be offered for sale. Provide a concept for the operation of the restaurant/grill operation and identify how superior services will be provided and satisfactorily maintained in such areas as catering, vending and housekeeping.
- Provide an outline or plan for using small business, women owned and minority firms in the operation.

**VI. Evaluation and Award**

**EVALUATION CRITERIA**

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the Offeror who is most responsive to the herein described needs of the City. The proposal will be evaluated on the following criteria listed in order of importance:

1. Qualifications/experience of the firm operating in a similar operation.
2. Financial stability of the firm.
3. Proposed rent/commission rate offered to the City.
4. Services/products offered.
5. Understanding of the City's desired concept and the suitability of the Offeror's proposed concept.
6. Support of the City's policy to preserve and strengthen small businesses and businesses owned by woman and minorities.

**EVALUATION PROCEDURES**

Proposals will be evaluated and interviews scheduled with selected firms in accordance with the "other than professional services" method of selection outlined in the Code of Newport News, Virginia Section 2-570-2. Selection shall be made of two or more offerors deemed to be fully

Operation of the Deer Run Golf Course Restaurant/Grill

qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals (RFP). Interviews shall then be conducted with selected offerors. After interviews and negotiations have been completed, the City shall select the offeror, which, in its opinion, has made the best proposal, and shall award the contract to that offeror.

If the City determines that only one offeror is fully qualified or that one offeror is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that offeror.

**AWARD**

Award will be made in accordance with Section 2-570, Award, of the Newport News City Code. An award shall be made to the responsible offer whose proposal is determined in writing to be the more advantageous to the city taking into consideration price and the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made. The award of a contract shall be the sole discretion of the City. The award shall be based on 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 informality in the RFP. Further, the City reserves the right to enter into a contract deemed to be in its best interest.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of Award may also appear on the purchasing website:

[www.nngov.com/purchasing](http://www.nngov.com/purchasing)

The right is reserved to accept or reject any or all submittals in whole or in part and to waive any informalities in the RFP, and to enter into any contract deemed to be in the best interest of the City of Newport News.

Debriefing: The entire RFP file, including ratings and justifications of award, will become public information and be available for review only after an award is made.

## **VII. Proposal Preparation and Submission Requirements:**

### General Requirements:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and two (2) copies of each proposal must be submitted. No other distribution of the proposal shall be made by the Offeror.
2. Proposal Preparation:
  - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
  - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
  - c. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
  - d. Ownership of all data, materials and documentation originated and prepared for the RFP shall belong exclusively to the City of Newport News and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 11-52D of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material should be submitted in a separate sealed envelope and marked proprietary. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
  - e. Specific Proposal Requirements: Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:
    1. The original RFP document, completed and signed as required.
    2. Responses to each item of the Questionnaire.

### **VIII. Cancellation of Contract**

The City of Newport News may cancel the contract with the Contractor at any time by giving sixty (60) days written notice. The contract may be canceled without notice for vendor non-performance. Cancellation shall not release the vendor from legal remedies available to the City.

If applicable, the Contractor may not cancel the award during the initial contract term, but may, upon ninety (90) days written notice to the City, cancel the contract during subsequent terms. Contractor shall not be entitled to lost profits or any further compensation not earned prior to the time of cancellation.

### **VIII. Subcontracts**

No portion of the work shall be subcontracted without prior written consent of the City of Newport News. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the City with the names, qualifications and experience of their proposed subContractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subContractor(s) and shall assure compliance with all requirements of the contract.

### **IX. Method of Rebate:**

Unless otherwise negotiated, rebates to the City will be made on a Net 30 day basis.

### **X. Term of Contract**

Dependant on the most advantageous negotiation with the successful offeror, the City desires to enter into a multi-year contract for the operation of the Golf Course restaurant and grill operation. It is anticipated that a five (5) year term may be desired that will be allocated as an initial two (2) year term with three (3) successive, one (1) year renewal options that are at the sole discretion of the City to engage. Offerors are encouraged to propose additional contract terms that exceed these desires if they are mutually advantageous to the parties.

### **XI. Trade Secrets/Proprietary Information**

Trade Secrets or Proprietary information submitted by a bidder, offeror, or Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or Offeror must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

Please mark One:

- No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.
- Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the page numbers and the reasons for why the information is considered a trade secret and/or proprietary information. **Do Not Mark the Whole Proposal Proprietary.**

## **INSURANCE ENDORSEMENTS**

**Insurance** The contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. The contractor shall furnish proof of said insurance prior to commencement of services. Separate forms which name the City as additional insured and as alternate employer must be included with the Certificate of Insurance.

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain worker's compensation insurance while performing work on behalf for the City. Evidence of coverage needs to be provided prior to commencement of work.

Sample forms CG 20-10 (naming the City as additional insured for liability claims) and WC 00-03-01 (naming the City as an alternate employer for Worker's Compensation claims, pursuant to Section 65.2-302(A) of the Code of Virginia, 1950, as amended); and the Commonwealth's form for Worker's Compensation Certificate of Coverage are attached.

Contractor shall have ten (10) days from notice of intent to award to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the City to award a contract to the next responsive bidder, and hold the original contractor liable for excess costs.

<u><b>TYPE INSURANCE COVERAGE</b></u>	<u><b>LIMITS</b></u>
1. Worker's Compensation Employer's Liability	Statutory \$100,000.00
2. Comprehensive General Liability with XCU & Contractual included	\$1,000,000.00 each \$1,000,000.00 each Occurrence
3. Property Damage Liability	\$100,000.00 each Occurrence

---

Operation of the Deer Run Golf Course Restaurant/Grill

**POLICY NUMBER:** \_\_\_\_\_ **COMMERCIAL GENERAL LIABILITY**

CG 20 10 93

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of person or organization:

**City of Newport News  
C/O Purchasing Department  
2400 Washington Ave.  
Newport News, VA 23607**

**Newport News Parks & Recreation  
700 Towne Center Dr., Suite 320  
Newport News, VA 23606**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

CG 20 10 93

**WORKER'S COMPENSATION  
CERTIFICATE OF COVERAGE**

Section 11-46.3, Code of Virginia, requires Contractors and sub-Contractors to obtain and maintain workers' compensation insurance while performing work on behalf of the Commonwealth of Virginia departments, institutions or agencies. This same requirement applies for work being performed on behalf of local governments.

Evidence of coverage needs to be provided prior to commencement of work.

This form is to be returned to the organization contracting the work.

The undersigned organization stipulates that it either:

A. Has worker's compensation insurance \_\_\_\_\_ Yes

Insurance Company: \_\_\_\_\_

Policy Expiration Date: \_\_\_\_\_

B. Is self-insured for workers' compensation \_\_\_\_\_ Yes

**Title of Contract:** *Operation of the Deer Run Golf Course Restaurant/Grill for Newport News Parks & Recreation*

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

**Title:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Endorsement**

**Alternate Employer**

**WC 00 03 01**

**Policy Amendment**

**If the following information is not complete, refer to the appropriate information page attached to the policy.**

<b>INSURED</b>	<b>POLICY NO.</b>	<b>SEQ. NO.</b>
----------------	-------------------	-----------------

<b>PRODUCER</b>	<b>EFFECTIVE DATE</b>
-----------------	-----------------------

**SCHEDULE**

Alternate Employer	Address	State of Special or Temporary Employment
--------------------	---------	---

**City of Newport News  
c/o Purchasing Department  
2400 Washington Avenue  
Newport News, Virginia**

**Virginia**

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance), we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the person entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employers duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premiums will be charged for your employees while in the course of special or temporary employment by the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.