



REQUEST FOR PROPOSALS

City of Newport News

RFP #2014-807-1049

Golf Cart Lease

July 26, 2013

Office of the Purchasing Director

2400 Washington Avenue, 4th Floor

Newport News, VA 23607

Phone: (757) 926-8721/Fax: (757) 926-8038

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, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, until the time and date shown below (local prevailing time), for furnishing the items or services described in the proposal.

Scope of Work: Contractor to lease to the City one hundred ten (110) new two passenger four-wheel electric golf carts with chargers, three (3) gas Utility Carts and one (1) Range Tractor by October 1, 2013, and ten (10) additional reconditioned electric carts each lease year as needed from April through October in accordance with the terms and conditions described herein.

Proposal Due: **August 21, 2013 at Close of Business Day (COB)**

Contract Officer:


Rose Kee, CPPB, Senior Buyer, (757) 926-8028, email: rkee@nngov.com and copy Feleasha Sherfy,
Assistant Buyer (757) 926-8032, email: fsherfy@nngov.com

AN ORIGINAL AND TWO (2) COPIES OF YOUR SUBMITTAL ARE REQUESTED

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the items or services requested and certify 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.: _____

E-mail: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

This Form Must Be Signed.

Conditions and Instructions

Rev. 05-29-2012

1. All proposals shall 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 letter hereto that will be made a part of the proposal. In case of conflict, the proposal may be deemed non-responsive. The City's published specifications shall supersede any additional writings submitted with the offer. Such writings should be clearly marked and noted on the exception page.
2. It will be the responsibility of the offeror to see that its proposal is in this office by the specified time and date. Date of postmark will not be considered. Telephone, electronic, fax, and verbal offers will not be accepted.
3. Prices, if requested, should be stated in units of quantity specified, less federal, state, and local taxes.
4. The offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person or firm 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 or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment as well as civil damages.
5. In event of breach 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. **Hold Harmless and Indemnification:** The offeror shall defend, indemnify and hold the City, and City's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the offeror, its employees, agents, and volunteers, or incurred by or claimed against the City, City's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the offeror. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanctions or civil penalties, incurred by the City

due to the negligent, fraudulent or criminal acts of the offeror or any of the offeror's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the offeror. Unless otherwise provided by law, the offeror indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the offeror under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

8. The offeror agrees to defend and save the City, its agents, officials, employees, and volunteers, 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, to the same extent as provided in the above paragraph.
9. All proposals must be signed with the firm name and by an authorized officer or employee. The offeror agrees that it will perform all services and provide all goods in strict conformance with the contract documents.
10. By signing this proposal, the offeror assigns to the City of Newport News any and all rights that it 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.
11. 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. To be timely, all appeals shall be made within the time periods set forth in the City Code.
12. **Non-Discrimination:** During the performance of this contract, the successful offeror agrees as follows:
 - a. It 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 federal or 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 offeror. The offeror 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 offeror will be and state that it 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 offeror 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 offeror agrees to (i) provide a drug-free workplace for the offeror'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 offeror that the offeror 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 an offeror 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.

13. **This public body does not discriminate against faith-based organizations**
14. **Direct contact with City Departments, other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the contracting officer.**
15. Assignment of Contract: A contract shall not be assignable by the offeror in whole or in part without the written consent of the City of Newport News.
16. If authorized by the offeror, the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful offeror(s). The City of Newport News acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the offeror's responsibility to notify the jurisdictions of the availability of contract(s). Offerors not desiring to sell to other jurisdictions under this clause shall so indicate in their response.
17. **Governing Law and Venue:** This solicitation and any resulting contract is subject to the laws of the Commonwealth of Virginia and the Newport News City Code. Any litigation with respect thereto shall be brought in the courts of the City of Newport

News, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division.

18. These Conditions and Instructions shall be applicable to the extent that they do not contradict the terms and/or instructions on the following pages.
19. **The offeror certifies that it 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.**
20. All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Number or Statement: _____

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

21. If City Hall is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.
22. 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 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.

23. **Contractor's License:** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia for a contractor who performs or manages construction, removal, repair, or improvements when the total value referred to in a single contract or project is:

One hundred twenty thousand dollars (\$120,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is seven hundred fifty thousand dollars (\$750,000) or more shall show evidence of being licensed as a **Class A Contractor**.

Ten thousand dollars (\$10,000.00) or more, but less than one hundred twenty thousand dollars (\$120,000) or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than seven hundred fifty thousand dollars (\$750,000) shall show evidence of being licensed as a **Class B Contractor**.

Over one thousand dollars (\$1,000) but less than ten thousand dollars (\$10,000) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is no more than one hundred and fifty thousand dollars (\$150,000) shall show evidence of being licensed as a **Class C Contractor**.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditioning contractors.

A valid business license from the City may be required. The bidder shall complete whichever of the following notations as appropriate:

"Licensed Class A Virginia Contractor No. _____."

"Licensed Class B Virginia Contractor No. _____."

"Licensed Class C Virginia Contractor No. _____."

24. **Termination by the City or the Offeror, or both, for convenience:**

A. For all contracts other than professional service agreements:

The parties may terminate the contract at any time by mutual written agreement.

In addition, if the contract is an extended term contract, after completion of the first contract period, either party may terminate the contract without penalty or financial obligation, except that the parties remain liable for performance of all terms, conditions, and obligation through the date of termination. Written notice of termination shall be given to the other party a minimum of thirty (30) days prior to its effective date.

B. For professional service agreements:

Refer to the provisions contained in the professional services agreement regarding termination.

25. Termination of Cause (Applicable to contracts other than professional services agreements):

In the event that the offeror shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the offeror written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

The City may, in its discretion, provide the offeror an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, the offeror shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the offeror, unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the offeror to cure the default the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminate the contract, the offeror shall remain liable for performance of all terms, conditions, and obligation through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

26. These Conditions and Instructions are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions, which an offeror requests or intends to be considered, must be submitted with the proposal for consideration and negotiation into a final contract document prior to an award. Contractual documents submitted by the successful firm after an award will not be accepted.
27. Failure of the offeror to perform the contract by reason of our non-acceptance of additional conditions submitted after the award, shall result in termination of the contract by the City, and may result in debarment of the offeror for a period of up to three years. Such actions taken by the City shall not release the offeror from additional remedies available to the City, which are allowed by law.
28. **Records and Inspection:** The offeror shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The offeror's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days notice to offeror by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the offeror pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the offeror's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits.

29. **Severability:** If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
30. **Rights and Remedies Not Waived:** In no event shall the making by the City of any payment to the offeror, or the waiver by the City of any provision under this contract including any obligation of the offeror, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the offeror, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any rights or remedies available to the City.
31. **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, minorities and service disabled veterans 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, minorities and service disabled veterans through partnerships, joint ventures, subcontracts, and other contractual opportunities. Offer is requested to complete the SMB, WBE, MBE and SDV Business Requirements form within this document.
32. The City has a directory of Newport News Small, Women-owned, Minority and Service Disabled Veteran-owned (SWAM) businesses. The directory is available at www.nngov.com/purchasing.
33. **Independent Contractor:** The offeror and any employees, agents, or other persons or entities acting on behalf of the contractor shall act in an independent capacity and not as officers, employees, or agents of the City.
34. **Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
35. **Conflict:** In the event of a conflict between the contract documents including these Conditions and Instructions, and the terms of a purchase order or related document issued by the Department of Purchasing, the contract documents shall control.

A final contract including a professional services agreement incorporates, and is subject to, the terms and conditions contained in the underlying request for proposals, and any addenda and attachments thereto. In the event of a conflict between the contract or

GOLF CART LEASE

professional services agreement and the request for proposals, addenda, and attachments thereto, the contract or professional services agreement shall control.

36. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of ninety (90) days or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount. **Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the acts or omissions of the City due to causes within the City's control, the above waiver or release shall not apply.**

SMALL, MINORITY, WOMEN-OWNED BUSINESS OBJECTIVES

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from City contracts.

Complete the following information and return the form with your package.

1. If you are a SBE, MBE or WBE, please check one of the following boxes:

SBE MBE WBE

2. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to subcontract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Sub-contractor:

Total **SBE** Dollars to be Sub-contracted \$ _____

Total **MBE** Dollars to be Sub-contracted \$ _____

Total **WBE** Dollars to be Sub-contracted \$ _____

3. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

For your convenience below is a link to the City's SWAM Directory of firms in Newport News.

[Download SWAM Directory of Firms Located in Newport News.](#)

This Minority Directory is made up of Newport News based SWAM (Small, Women and Minority) owned firms registered with our Department. They are listed by the type of work that they do. General contractors are encouraged to use these firms whenever possible on City contracts. While the City makes no claim as to their skills or suitability, we feel this could be a starting place for your search for SWAM firms. [Qualified firms not listed should contact the Purchasing Department].

EXCEPTION PAGE

EXCEPTIONS:

Note: Provider must sign the appropriate statement below, as applicable:

Provider understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm:

Signature: _____

Provider takes exception to terms, conditions, requirements, or specifications stated herein (Provider must itemize all exceptions below, and return with this proposal submittal):

Firm:

Signature: _____

Specify payment terms if other than “2%-20, Net 30”; _____

ANTI-COLLUSION CERTIFICATION

The offeror certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same 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 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: _____

GOLF CART LEASE

GENERAL:

The City of Newport News (“City”) is seeking proposals from qualified offerors to provide leased golf carts at the Newport News Golf Club at Deer Run. The following list of conditions and requirements should be included in the **Request for Proposal** package. In addition, these conditions and requirements should also be a part of the final lease agreement:

1. The City will consider two lease options:
 - Three (3) year lease commencing on October 1, 2013 and ending September 30, 2016;
 - Four (4) year lease commencing on October 1, 2013 and ending September 30, 2017.
2. The Offeror shall submit their proposal on a fixed rate per cart basis for all three and four year options.
3. Offeror agrees to furnish the City one hundred ten (**110**) **new two passenger, four wheel electric golf carts with chargers** to be delivered to Newport News Golf Club at Deer Run no later than October 1, 2013. The carts shall be functionally equivalent to the following specifications:

Desired specifications (indicate)

Motor: 48 volt DC high efficiency series wound, brazed armature, solid copper windings

Batteries: six 8 volt deep cycle storage batteries

Charger: 48 volts; UL Listed, CSA certified with on board computer

Brakes: Rear wheel self-adjusting brakes with cast iron drums, automatic park brake release with self-compensating system

Suspension: Leaf springs with hydraulic shock absorbers

Steering: Self-adjusting rack and pinion

Speed: 12-15 mph

Length: 92.6 inches (approximately)

Width: 46-48 inches (approximately)

Wheel base: 65.5 inches (approximately)

Front Wheel Tread: 33.5 inches (approximately)

Rear Wheel Tread: 38.0 inches (approximately)

Load Capacity: 800 lbs. including passengers, accessories and cargo

Tires: 18 x 8.5 x 8 standard (4ply rated)

Design: stability of carts shall remain constant during maximum turns, such carts shall have an Emergency breaking system to prevent movement while unattended and a reverse warning indicator

New Original Equipment Manufacturer (OEM) replacement parts

4. In addition to the hereinabove described golf cart fleet, the Offeror agrees to provide, at the City's request, **ten (10) additional reconditioned electric carts from April 1 through October 31 each lease year as needed**. Furthermore, the Offeror guarantees that all additional carts shall be outfitted in the same manner as the City's base fleet.

5. Upon mutual consent, the Offeror agrees to provide additional seasonal electric carts over and above the contracted number at a pre-established rental rate per cart.

6. The Principal agrees to maintain and to provide, upon not less than 30 days notice and for a pre-determined rate per cart, a minimum of 15 carts for tournaments and special events at the Newport News Golf Club at Deer Run. In cases where the City needs more than the 15 carts and the Offeror cannot provide, the City shall have the right to obtain additional carts for tournaments and special events.

7. Offeror agrees to furnish the City **three (3) gas Utility Carts and one (1) Range Tractor**. These carts are to be delivered to Newport News Golf Club at Deer Run no later than October 1, 2013.

The 3 gas utility carts shall be functionally equivalent to the 2013 Club

Car Carryall Turf II. Utility carts must have the following features:

Desired Specifications (indicate)

- a. single cylinder gas cart with 5 - 6 gallon fuel tank
- b. Automatic, Continuously Variable Transmission (CVT)
- c. New Original Equipment Manufacturer (OEM) replacement parts
- d. Welded high yield strength, tubular steel
- e. Self compensating, single reduction rack and pinion
- f. 15 mph governed
- g. dash mounted key switch and fuel gauge, reverse warning indicator, floor mounted horn button
- h. Cargo Bed – 48 inches wide X 40 inches long, 12 inches deep
- i. Can be refurbished

The one (1) range tractor cart shall be functionally equivalent to Club Car Carryall Turf II fully converted to range use.

8. Offeror agrees to furnish the following options for all carts:

- a. tops, complete with frames
- b. removable information holder
- c. fold-down windshields for all carts
- d. number decals (two per car)
- e. two (2) sand bottles

9. Offeror agrees to maintain all carts in first class condition, rebuilding or replacing when necessary throughout the term of the lease.

10. The Offeror shall maintain the entire fleet of carts in good working condition at all times. All carts that are rendered out-of-condition as a result of poor mechanical or structural failure not caused through normal use, shall be replaced by the Offeror if the “downtime” is longer than 24 hours and if the City requests the replacement.

GOLF CART LEASE

11. Offeror agrees to furnish 24 hour service on carts, chargers and batteries, and shall supply all parts as needed at no cost to the City.
12. Offeror agrees to replace all batteries that will not hold a 36-hole charge. All replacement batteries shall be new batteries.
13. The Offeror must maintain adequate liability insurance. See the "Insurance Endorsements" section of this RFP. Offeror must carry worker's compensation insurance, if applicable, in the amount required by law and provide proof of insurance prior to beginning work. Offeror may, at its discretion, insure golf carts for fire and theft.
14. Offeror shall indemnify and hold harmless the City and its employees from and against all loss, liability and expense as a result of bodily injury, death or property damage caused by or arising out of the ownership, maintenance, use or operation of golf carts subject to this lease.
15. The City shall collect all rental and disburse the monthly lease expense to the Offeror.
16. The City shall provide housing, cleaning, battery charge and routine battery maintenance.
17. The Offeror must be able to provide the requested complement of carts by October 1, 2013. Should the Offeror not comply with this condition of the contract, he shall be declared in breach of his contract and the City shall have the right to void the contract with the Offeror.
18. Should the Offeror, at any time during the term of this agreement, refuse or neglect to supply the Leased Golf Carts, the City may, at its option, cancel this contract, and in addition the City shall have all rights and remedies provided by law for breach of contract and/or damages.
19. Offeror shall be solely responsible for carts throughout the term of the contract, unless explicit terms of these specifications state otherwise, releasing the City from Liability resulting from vandalism, theft, fire, and all acts beyond the City's control.
20. Offeror hereby waives all rights to amend aforementioned rental rates in the event the City alters the rental fee structure charged to the players for electric cart use during the term of this lease.
21. Offeror agrees to the following shipping terms: **F.O.B. NEWPORT NEWS GOLF CLUB AT DEER RUN, 901 CLUBHOUSE WAY, NEWPORT NEWS, VIRGINIA 23608.**
22. A sample of the vendor's lease agreement or contract, if required, must be submitted with proposal, and will be considered in award evaluation.

Proposal Pricing

4 Wheel Cart

| 1. 3-Year Lease | Unit Price per Cart per Month | Monthly Price Unit \$ x # Carts | Yearly Price Monthly \$ X # of Months |
|--|-------------------------------|---------------------------------|---------------------------------------|
| Base Cart Fleet, New (110) | | | |
| Additional Reconditioned (10: Apr.-Oct.) | | | |
| Gas Utility Carts (3) | | | |
| Range Tractor (1) | | | |

| 2. 4-Year Lease | Unit Price per Cart per Month | Monthly Price Unit \$ x # Carts | Yearly Price Monthly \$ X # of Months |
|--|-------------------------------|---------------------------------|---------------------------------------|
| Base Cart Fleet, New (110) | | | |
| Additional Reconditioned (10: Apr.-Oct.) | | | |
| Gas Utility Carts (3) | | | |
| Range Tractor (1) | | | |

Note: Any additional carts needed during the contract will be based on the unit price.

Offeror can use this proposal price page or attach their own.

SUBMITTAL:

Submit *one* original (conspicuously marked “ORIGINAL”) and three (total of four documents) complete copies (including any/all special attachments, certifications, etc...) of the proposal package. Include all information requested and any other information thought to be relevant to completely address the Request for Proposals (RFP) requirements. Should the Offeror fail to address all requirements of the RFP, or fail to provide adequate or complete documentation, as determined by the evaluation committee, the Offeror’s proposal may be eliminated from further consideration. Each proposal shall be organized and bound separately (should be tabbed and/or labeled for ease of reference), and shall include as a minimum, the following to be considered *responsive* to the RFP:

1. The **Request for Proposal document** with any addenda acknowledgements filled out and signed as required. The person that signs the RFP shall have the authority to negotiate the full scope of the offered services and provisions on behalf of the organization and shall be authorized to bind the contract to the terms and conditions of this RFP. Mandatory requirements are those required by law or regulations or are such they cannot be waived, and are not subject to negotiation.

Offerors are to make written proposals which present the Offeror's qualifications and understanding of the Tasks to be Performed. The Offeror's proposal should provide all information which it considers pertinent to its qualifications for this project.

2. Qualifications and experience of the firm in providing golf carts and maintenance support to private and public golf courses.
3. Proposed sample lease agreement and list of any exceptions taken to any conditions proposed by the City in this RFP.
4. Provide references in accordance with attached reference sheet.
5. Complete the pricing quotation form.
6. Provide policy for cart returns/response to maintenance call times, parts replacement and hourly maintenance rate.
7. Maintenance history for proposed carts, hourly maintenance and industry rating performed by an independent body such as the National Golf Foundation. Include sample maintenance agreement if an agreement document is required.
8. Specifications, year, make, and model of cart(s) proposed
9. Cart warranty information
10. Provide information as to the location of service/maintenance operation and response time.

11. Provide at least three (3) client references for projects that are comparable to services described in this RFP and which best demonstrate your firm's ability to complete the proposed project successfully. Include a brief description of the project, client, and the teaming effort, both previous and proposed.
12. State Corporation Commission Number – See page 4, paragraph #20 of this RFP “Conditions and Instructions.

REFERENCES (References are to be comparable to services described in this RFP):**Reference 1**

| Name of Business, City, County or Agency | Street Address | City & State | Contract Dates |
|--|----------------|----------------------------|----------------|
| | | | |
| Contact | Title | Telephone | Email Address |
| | | | |
| Description of Work Performed: | | Contract Amount: \$ | |
| | | | |
| | | | |
| | | | |

Reference 2

| Name of Business, City, County or Agency | Street Address | City & State | Contract Dates |
|--|----------------|----------------------------|----------------|
| | | | |
| Contact | Title | Telephone | Email Address |
| | | | |
| Description of Work Performed: | | Contract Amount: \$ | |
| | | | |
| | | | |
| | | | |

Reference 3

| Name of Business, City, County or Agency | Street Address | City & State | Contract Dates |
|--|----------------|----------------------------|----------------|
| | | | |
| Contact | Title | Telephone | Email Address |
| | | | |
| Description of Work Performed: | | Contract Amount: \$ | |
| | | | |
| | | | |
| | | | |

References may or may not be reviewed or contacted at the discretion of the City. Typically, Only references of the top ranked shortlisted offeror or offerors are contacted. The City reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

13. **Additional Contractor Data:**

a. Years in Business supplying like services as outlined in these specifications:
_____ years _____ months.

b. Business Location: proximity to the job-site; _____ miles.

Hours of operation: _____

Offeror maintains that he/she is able to provide qualified personnel, working equipment, specified materials, storage of materials/equipment, etc within a reasonable period of time to the job-site in order to complete the described work in an effective and efficient manner.

c. Briefly describe your company's size and organization:

d. Alternative Contacts for Firm: Please print clearly the data for the following alternative contacts:

Email Address: _____

Cell Phone(s): _____

Fax Number: _____

Upon contract award the firm shall provide, as available, the above alternative contacts for key personnel and supervisors responsible for the project.

14. **Plan to Utilize Small, Women, and Minority Businesses:** - SBE, WBE, and MBE (SWAM):

Provide a statement of how your firm intends to utilize small, women-owned and minority applicants during the course of this contract. Although no specific goals are set by the City of Newport News, participation of such enterprises is encouraged.

EVALUATION CRITERIA (Listed in Order of Importance)

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

- Qualifications of firm and experience in providing golf carts and maintenance support to public or private golf courses that are comparable in size and requirements.
- Qualifications of firm providing above mentioned maintenance support and response time (Vendor's support level, quality, and capability). The offeror's ability to provide quality and efficient equipment that is maintained at a high level of readiness, and in case of failure, is able to provide an equivalent substitution or replace the impaired part(s) in a timely manner.
- Firm's ability to meet or exceed electric golf cart specifications/requirements.
- Suitability - The suitability of the proposal to fulfill the City's requirements.
- Responsiveness: The degree to which the offeror has responded to the purpose and scope of these specifications to include but not limited to services to be provided as detailed under scope of work above, flexibility of offeror to meet the City of Newport News' need, and conformance in all material respects to this RFP.
- Lease price, maintenance cost and length of warranty. Service maintenance costs to include hourly maintenance rate.
- Ability to meet or exceed the cart delivery requirement.
- References for which offeror has provided comparable services to.

METHOD OF EVALUATION:

Proposals will be evaluated and interviews scheduled with selected firms in accordance with the "other than professional services" method of selection for services 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 qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals, including price if so stated in the Request for Proposals. 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 Director of Purchasing shall select the offeror which, in his opinion, has made the best proposal, and shall award the contract to that offeror.

Note: Should the Purchasing Agent determine, in writing and in his sole discretion, that only one offeror is fully 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.

From the time the proposal is first advertised to the time a contract is signed, all offerors and contents of any proposal shall be kept confidential.

METHOD OF PAYMENT:

Unless otherwise negotiated, payment will be made upon completion/delivery of project, with Invoice Terms of 2%-20, Net 30.

AWARD:

Award will be made in accordance with Code of Newport News, Virginia Section 2-570, Award. Award shall be made to the responsible offeror 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 City reserves the right to make multiple awards from this solicitation.* The award(s) 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 informalities 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

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.

QUESTIONS:

Submit questions regarding the Request for Proposals via e-mail to Rose Kee, Senior Buyer, rkee@nngov.com and copy Feleasha Sherfy, Assistant Buyer, fsherfy@nngov.com on or **before 1:00 pm on August 14, 2013**. Questions must be submitted *in writing*; telephonic inquiries will not be considered.

DIRECT CONTACT:

Direct contact with any City employee without the expressed permission of the Director of Purchasing or his designated representative, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of your proposal.

DEBRIEFING:

The City Code requires that in the RFP process all information as to persons or firms making offers or the contents of any offers is kept confidential. This information can only be given out after an award or decision to award has been made.

After an award is made, or the decision to make an award is made, the file is available in the purchasing department for public review. Request a review time during normal business hours, 8 – 5, Mon-Fri.

TRADE SECRETS / PROPRIETARY INFORMATION:

Trade Secrets or Proprietary information submitted by an, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the, offeror or contractor 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. **Price quotations in proposals submitted to the City are not “proprietary” or “confidential”**. They are considered public information. 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* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled “PROPRIETARY INFORMATION” in **red** ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary.**

| <u>Page Number</u> | <u>Justification</u> |
|---------------------------|-----------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

All proposals submitted under this RFP shall become the property of the City of Newport News and will not be returned.

INSURANCE REQUIREMENTS

7/19/13

Insurance: The bidder/offeror shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, its officials, employees, and volunteers 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 shall include products and completed operations coverage.

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the City. Evidence of coverage needs to be provided prior to commencement of work by bidders/offerors. Coverage is compulsory for employers of 3 or more employees, to include the employer.

Prior to commencement of services, the bidder/offeror shall furnish the City with the following separate endorsements, and a certificate of insurance showing all required insurance coverage with companies authorized or licensed to do business in Virginia. A separate endorsement to the general liability policy shall be provided in which the City is designated as an "Additional Insured." In addition, a separate endorsement to the workers' compensation policy shall be provided in which the City is designated as an "Alternate Employer."

Sample forms CG 20 10 (designating the City as Additional Insured for liability claims) and WC 00 03 01(2005 ed.) (designating the City as an Alternate Employer for workers' 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.

Professional services (work performed by an independent contractor, within the scope of the practice of accounting, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy, or professional engineering) shall require a certificate of insurance showing professional liability/errors and omissions coverage insurance with companies authorized or licensed to do business in Virginia, prior to the commencement of services. Certain other service providers shall meet the same requirements (including but not limited to asbestos design/inspection/or abatement contractors, and other health care practitioners).

The bidder/offeror 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/offeror, and hold the original contractor liable for excess costs. All insurers providing the above coverage shall give the City thirty (30) days advance written notice in the event of any non-renewal or cancellation of such insurance (10 days notice for non-payment of premium). As confirmation thereof, the City must be furnished either a policy endorsement specifically providing for such notice (copies of three sample endorsements attached), or a copy of the policy language that gives the City such assurance, or a statement on the insurance agent's, broker's, or insurer's letterhead that the City shall be given such notice.

| <u>TYPE INSURANCE COVERAGE</u> | <u>LIMITS</u> |
|---|--|
| 1. Workers' Compensation Employer's Liability | Statutory |
| Bodily Injury by Accident | \$100,000.00 each accident |
| Bodily Injury by Disease | \$100,000.00 each employee |
| Bodily Injury by Disease | \$500,000.00 policy limit |
| 2. Commercial General Liability | \$1,000,000.00 each occurrence \$2,000,000.00 aggregate |
| 3. Automobile Liability (Owned, hired, leased, and borrowed Vehicles) | \$100,000.00 each occurrence |
| 4. Professional Liability/E&O (if applicable) | \$2,000,000.00 each claim/occurrence \$2,000,000.00 aggregate |
| 5. Environmental/Pollution Legal Insurance (if applicable) | \$2,000,000.00 each occurrence \$2,000,000.00 aggregate |

This insurance coverage supersedes any conflicting insurance coverage and limits in the Department of Engineering 1983 Standard Specifications.

Rev. 05-06-11

**POLICY NUMBER:_____ COMMERCIAL GENERAL LIABILITY
CG 20 10 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 Organizations:

City of Newport News
Purchasing Department
2400 Washington Ave
Newport News, VA 23607

(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 this insured.

CG 20 10 10 93

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.

| INSURED | POLICY NO. | SEQ. NO. |
|----------|----------------|----------|
| | | |
| PRODUCER | EFFECTIVE DATE | |
| | | |

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.

Rev: 03/22/05

WORKER'S COMPENSATION

CERTIFICATE OF COVERAGE

Section 11-46.3, Code of Virginia, requires construction contractors and subcontractors 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 Construction Contract: _____

Contract Number: _____

Signed By: _____

Title: _____

Firm Name: _____

Address: _____

NOTICE ENDORSEMENT

Policy Number:

IL 60 05 VA 01 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MATERIAL COVERAGE CHANGE OR CANCELLATION NOTIFICATION – CERTIFIED MAIL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

COMMERCIAL INLAND MARINE COVERAGE PART

COMMERCIAL PROPERTY COVERAGE PART

CRIME AND FIDELITY COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

OWNERS AND CONTRACTOR PROTECTIVE LIABILITY PART

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

| Name of additional Insured Person(s) Or Organization(s) and mailing address: | Location And Description Of Project |
|---|-------------------------------------|
| City of Newport News c/o Purchasing Department 2400 Washington Avenue Newport News, VA 23607 | |

We will not cancel or reduce coverage under this policy without providing at least 30 days notice of our intent to do so. Notice of such cancellation or reduction of coverage will be provided by certified mail, return receipt requested, to the Additional insured in the schedule above.

IL 60 05 VA 01 10

Page 1 of 1

NOTICE ENDORSEMENT

Policy Number:

WC 99 00 10 01 10A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MATERIAL COVERAGE CHANGE OR CANCELLATION NOTIFICATION – CERTIFIED MAIL

This endorsement modifies insurance provided under the following:
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

SCHEDULE

| Name of additional Insured Person(s) Or Organization(s) and mailing address: | Location And Description Of Project |
|---|-------------------------------------|
| City of Newport News c/o Purchasing Department 2400 Washington Avenue Newport News, VA 23607 | |

We will not cancel or reduce coverage under this policy without providing at least 30 days notice of our intent to do so. Notice of such cancellation or reduction of coverage will be provided by certified mail, return receipt requested, to the Additional insured in the schedule above.

WC 99 00 10 01 10A

Page 1 of 1

NOTICE ENDORSEMENT

Policy Number:

COMMERCIAL AUTO
CA 02 03 12 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CANCELLATION AND NONRENEWAL NOTICE TO DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

TRUCKERS COVERAGE FORM

SCHEDULE

| |
|--|
| 1. Name: City of Newport News c/o Purchasing Department |
| 2. Address: 2400 Washington Avenue Newport News, VA 23607 |
| 3. Number of days advance notice: 30 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

CA 02 03 12 05

© ISO Properties, Inc., 2005

Page 1 of 1



City of Newport News

2400 Washington Avenue • Newport News, Virginia 23607
8549

Office of the City

Phone (757) 926-8416 • Fax

*City of *

City Attorney

COLLINS L. OWENS, JR.

Deputy City Attorneys

DARLENE P. BRADBERRY
RICHARD D. CAPLAN
JOSEPH M. DURANT
LYNN A. SPRATLEY

Assistant City Attorneys

ADONICA BAINE
PAMELA P. BATES
SHANNON M. MANNING
PATRICK C. MURPHREY
ROBERT E. PEALO

July 17, 2013

To Whom It May Concern:

Re: Notice of cancellation requirements for insurance coverage

Dear Sir or Madam:

In the wake of revisions to the ACORD form, I have been receiving documentation from insurers that indicates that, since a statement regarding notice of cancellation is no longer included on the form, that the company cannot give any such assurance in the future. Some companies have indicated that they intend to strictly rely on the disclaimers in the form.

Please note that the City requires that it be added as an additional insured by specific endorsements. A simple notation of these endorsements on the ACORD form will not be accepted. Also, any additional insured endorsement will be rejected if it includes an exclusion of completed operations coverage.

Further the City will not accept proof of insurance that fails to provide for thirty(30) days notice of policy cancellation [ten (10) days for those situations detailed in Va. Code § 38.2-2114].

This assurance may be provided by one of the following two methods:

1. A separate endorsement specifying the notice as required, or
2. A copy of a policy provision regarding such notice.

In addition, this same assurance must be given when the City requires an Alternate Employer endorsement. No alternate employer endorsement will be accepted that includes a provision that the statutory employer will receive no notice of cancellation. A form including this provision appears to be contrary to Virginia Code § 65.2-804(B), which requires thirty (30) days notice of cancellation [ten (10) days for those situations detailed in

Va. Code § 38.2-2114]. Virginia Code § 65.2-800 requires that an employer be insured, and paragraph C of that section equates an employer and a

1.

statutory employer for the purposes of that duty.

In summary, the City will accept no proof of insurance that does not include in one of the forms indicated above an assurance that the City will receive thirty(30) days notice of cancellation [ten (10) days for those situations detailed in Va. Code § 38.2-2114]. Also, any qualification of this assurance with language that purports to avoid liability for failure to provide such notice will not be accepted.

Failure to provide the required items could result in rejection of your insured's bid or offer to provide services to the City, or a rejection of the insured's request for City permits that require the City to be named as an additional insured.

Additional coverage may be necessary as set out in the contract documents.

Very Truly Yours,

/s/ Joseph M. DuRant

Deputy City Attorney

2.