



REQUEST FOR PROPOSALS

Cashless Commerce System

2009-5801-1524

April 29, 2009

City of Newport News

OFFICE OF THE PURCHASING DIRECTOR

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8041/ 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: To provide a cashless commerce system that will give Waterworks customers improved bill payment options via the internet and telephone. The system will include custom agency Internet, Interactive Voice Recognition (IVR), and Point-of-Sale (POS) payment modules for both remote clients and in-office payments.

Proposal Due: **May 29, 2009 @ Close of Business (COB)**

Contract Officer:

Marie-Therese M. Gartner

Marie-Therese (Mimi) M. Gartner, CPPB, Buyer, (757) 926-8040, email: mgartner@nngov.com

AN ORIGINAL AND FOUR (4) 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: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This Form Must Be Signed. Signature must be original, not photocopied)

Conditions and Instructions

RFP Rev. 09-09-08

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 letter hereto 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, 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 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.

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

13. 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

14. 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.
15. 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.
16. 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.

17. 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.
18. 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.

19. **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:

Seventy thousand dollars (\$70,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is five hundred thousand dollars (\$500,000) or more shall show evidence of being licensed as a **Class A Contractor**.

Seventy-five hundred dollars (\$7,500.00) or more, but less than seventy thousand dollars (\$70,000) 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 five hundred thousand dollars (\$500,000) shall show evidence of being licensed as a **Class B Contractor**.

Over one thousand dollars (\$1,000) but no more than seventy-five hundred dollars (\$7,500) 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 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 offeror 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. _____."

20. Payment Terms:

- a) Payment terms shall be "**2%-20, Net 30 days**" unless otherwise stated by the offeror on this submittal form. Alternate terms may be offered by offeror for prompt payment of bills.
- b) Payment terms shall be considered in determining the low bidder/offeror.
- c) Discount period shall be computed from the date of proper receipt of the vendor's correct invoice, or from the date of acceptable receipt of the goods/services, whichever is latest.
- d) The payment terms stated herein shall appear on the vendor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the vendor for correction.
- e) Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)

21. 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. Forms (Insurance Endorsements) are available to download from the Purchasing website (<http://www.nngov.com/purchasing/resources/purchasingforms>). **Please make sure prior to submitting a bid that all insurance endorsements forms have been reviewed by your insurance carrier.**

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.

22. Fidelity Bond: The Contractor shall have ten (10) days from the date of the city's request to provide a fidelity bond in the amount of \$1,000,000.00. The surety on such a bond shall be duly authorized to do business in the Commonwealth of Virginia and satisfactory to the City.

23. **Cancellation:** The City may cancel the contract at its convenience, without penalty, at any time by giving thirty (30) days written notice or may cancel the contract immediately for violations of safety or rules of ethics. The City may cancel a contract thirty (30) days after the City has given a written request for a cure for vendor non-performance if such cure has not occurred. Cancellation shall not release the vendor from legal remedies available to the City. If the contract is an extended term contract, after completion of the first contract period, either party may cancel the contract without penalty. Written notice of such termination shall be made a minimum of sixty (60) days prior to its effective date.
24. **Silence of Specifications:** The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
25. **Non-Exclusive:** The City reserves the right to utilize other suppliers for these services as the need arises, in the sole discretion of the City. The City makes no representation or guarantee as to the value of services to be provided by the offeror during the term of this contract.

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 sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

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:

GENERAL

The City of Newport News (“City”) is seeking proposals from qualified offerors to provide a cashless commerce system. The purpose of this request for proposal is to acquire a service that will further develop and improve the payment options for the customers for the City of Newport News Waterworks by providing the opportunity of paying bills and liabilities in person, over the telephone and via the internet. Desired services shall begin as soon as practical for the contract term specified. The primary end-user department is the Public Utilities (Waterworks), however, the City may wish to add other departments as described (See ADD-ONS section, page 9).

CONTRACT TERM

The initial term of this contract shall be for one year with options to renew, at the City’s discretion, on an annual basis for up to four successive one (1) year periods. Written notice of intent to renew shall not be required. Issuance of a purchase order shall constitute exercise of the renewal option. Annual purchase order(s) shall include any modified contract provisions mutually agreed upon by both parties.

NOTE: The City operates on a fiscal year from July 1 through June 30. Purchase orders are good through the end of a current fiscal year. New purchase order(s) are issued at the beginning of each fiscal year to cover the remainder of the current contract period and/or subsequent renewal periods.

BOND

Within ten days of notice of award of the contract, the Contractor shall post a fidelity bond in the amount of \$1,000,000.00 applicable to any person who will be engaged in the handling of any City funds. The bond must be issued by a company listed in the Fidelity and Surety Report compiled by the Virginia Bureau of Insurance (http://www.scc.virginia.gov/division/boi/webpages/boifid_sur.htm). The bond shall be in effect at all times during the term of the contract and any extensions or renewals and for one year following the conclusion of the contract (See also Conditions and Instructions, paragraph 23).

SCOPE OF SERVICES

The successful offeror will be required to help develop custom agency Internet, Interactive Voice Recognition (IVR), and Point-of-Sale (POS) payment modules for both remote clients and in-office payments.

POS payment module at a minimum should enable Waterworks to process, via payment terminals, credit cards, debit cards and PIN-secured ATM/debit transactions at the point of sale.

IVR payment module at a minimum should include payment module development, customized script development and project management. It should also allow at least the following payment options: credit cards, debit cards and electronic checks.

Internet payment module at a minimum should include payment module development, customized web interface file transfer development and project management. It should also allow at least the following payment options: credit cards, debit cards and electronic checks.

In addition, the applications shall provide automated, integrated and customized reports that can be accessed by Waterworks via a secure administrative internet site that will be developed by the offeror. Funds from all transactions shall be deposited in Waterworks' treasury account via ACH.

Waterworks shall have the option to determine which payment channels and which authorized payment methods to activate at its discretion.

Services

Cashless commerce services shall include:

- Provide payment processing and gateway services for credit cards.
- Provide payment processing and gateway services for debit cards.
- Provide payment processing and gateway services for e-checks or ACH.
- Provide statements detailing payment activity.
- Provide statements detailing charges to the city.
- Provide strategies to reduce fees.
- Provide customer service and problem resolution on transactions requiring intervention.

BACKGROUND

The City of Newport News Department of Public Utilities (Waterworks) supplies drinking water on a retail basis to approximately 400,000 people on the lower Virginia Peninsula, including the Cities of Newport News, Hampton, Poquoson, and parts of York County and James City County. The average daily demand of the system is approximately 44 million gallons per day (MGD). Water is distributed through a water pipeline transmission and distribution system covering 250 square miles and extending over 1,700 miles in length. Waterworks is a regional water utility owned by the City of Newport News and operates as an enterprise fund.

In July 2007, Waterworks went live with a new Customer Information System (CIS). This system is SAP IS-U CCS version 4.72 and the implementation included Business Warehouse (BW) version 3.5 and Exchange Infrastructure (XI) version 6.40. The operating system is Windows Server 2003 with a SQL Server 2000 database. Application support and hosting for SAP are currently provided by Deloitte.

In September 2007, the City began an ERP implementation project with the Munis product. The finance, budget, and purchasing modules went live in July 2008. This will be followed by human resources module in early 2009 with employee self-service to follow approximately six months after implementation. Waterworks, as a City department, will be utilizing the Munis ERP system in the areas that have been implemented.

The current Cashless Commerce System is provided by LINK2GOV. Waterworks went live as a Beta Site in 2002.

- The average transaction count for credit and debit cards is 5,913 per month.
- The average IVR minute usage is 17,865 per month
- The average dollar amount charged per transaction is \$0.30
- The average dollar amount for IVR minute usage is \$0.12.

ADD ON(S)

The City of Newport News Department of Libraries and Information Services wishes to implement acceptance of credit and debit cards for payments from its patrons. The department operates four branch libraries. Credit/Debit card payments would be accepted at all four branches, plus by phone in the administrative office.

In 2008, the libraries received payments of \$109,978, for the following items:

- \$10,830 Books
- \$46,044 Fines
- \$21,706 Enterprise Fund
- \$12,464 Copier Fees
- \$1,087 Sales Tax
- \$17,877 Collection Agency

Other departments, in particular the Engineering Department and the Department of Park, Recreation and Tourism conduct many transactions that would benefit from added payment options via credit and debit cards. The city's Purchasing Department could also improve the surplus sales process with an option for collection of receipts.

SUBMITTALS

The Offeror shall submit *one* original (conspicuously marked "ORIGINAL") and *four* (4) complete copies (including any/all special attachments, certificates, diagrams, etc...) of the proposal package. All documentation submitted with the proposal bound or contained in a single volume where practical. 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. ***Prices submitted shall be clearly stated so that the City fully understands what will be supplied for at a given figure.*** Any optional add-on's must be given in the proposal with prices and clearly marked "OPTIONAL". Proposals should provide a detailed statement showing the commitment of delivery, training, warranties, and any after sale service, which might be necessary.

The proposal shall be organized in tabs as described in the paragraphs that follow. The following information, as a minimum, shall be included in the proposal package to be considered ***responsive*** to the RFP:

Tab Documents and Information

- A. 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.
- B. Organization
 1. Describe your organization, including date founded, ownership, and any subsidiary relationships or relationships with other financial institutions.

2. Describe the firm's experience in providing merchant and gateway services to the public sector. This should include the number of years experience in managing credit card, debit card, e-check and/or ACH on-line services.
 3. Provide a list of relevant client references (prefer public sector), including contact persons and telephone numbers. Relevant clients are clients with similar types of jurisdictions and transaction size.
 4. List of the IVR and Internet companies and programs you currently integrate with to receive payment in.
 5. How many on-line credit card customers has the firm added in the last two years with transaction volumes over 20,000 per month? How many of these customers has the firm lost in the past two years, and why?
 6. Describe the type and amount of insurance coverage the firm maintains with respect to credit card, debit card, e-check and ACH activities.
- C. Personnel
1. Identify the key personnel who would be directly involved in providing services under the engagement. Describe their relationship with the firm, the role they would play in this engagement, their experience (specifically with public sector), and their years of service to the firm.
 2. Describe the firm's organizational structure of personnel available as our customer account representatives, for training and to assist and resolve problems.
- D. Complete technical specifications for all systems, software, hardware and any other components needed for this service. Pictures and/or product literature of the equipment proposed. Information provided must be of sufficient quantity and quality to provide a clear and precise understanding of the system.
- E. Reporting Capabilities
1. Submit samples of reports which would be provided and describe their frequency and purpose.
 2. A sample of a current Waterworks monthly report is provided. Can your system duplicate this report.
 3. Describe the process the firm would go through to assist in identifying fee reduction opportunities.
- F. Fees
1. Provide the fee schedule that would apply to this account under the following *assumptions*:
 - a. The transaction count for credit cards is 8,000 per month
 - b. The transaction count for IVR minute usage is 20,000 per month
 - c. The average dollar amount charged per transaction is \$0.30.
 - d. The average dollar amount for IVR minute usage is \$0.12.
 2. Identify any and all expenses, fees and discounts related to:
 - a. Visa credit card
 - b. Master Card credit card
 - c. Visa debit
 - d. Master Card Debit
 - e. American Express
 - f. Discover

- g. E-Check
 - h. ACH
 - i. Set-up fees for Merchant Services
 - j. Set-up fees for Gateway Services
 - k. Monthly fees for Merchant Services
 - l. Monthly fees for Gateway Services
 - m. Report fees (initial and ongoing)
3. Identify any expenses that are not covered through this fee structure and would be required to implement the firm's program.
 4. Please clearly identify reductions in fees that would occur in years 2, 3, 4, & 5 if a contract were awarded and renewed.
 5. Identify all warranties, extended warranties and their associated costs.
- G. Other Considerations
1. Describe any assistance the firm would provide in the set-up process.
 2. Describe the training and education services that would be provided to City staff.
 3. Describe how a void and a refund would be handled for each of the following and the length of time before the customer receives their funds or the funds are released:
 - a. A credit card payment
 - b. A debit card payment
 - c. An e-check
 - d. An ACH payment
 4. Identify any float or holding time from the day/time a customer makes a payment to the city via any of the methods listed above in question E-3, until the funds are deposited into the city's account.
 5. Identify all timelines for incorporating Merchant Services and Gateway Services into an IVR and Interactive Web Response (IWR).
 6. Identify any interfaces or other programming requirements to incorporate Merchant Services and Gateway Services into an IVR and IWR, along with costs.

From the time the proposal is first advertised to the time a contract is signed, all offerors or contents of any proposal must be kept confidential. All proposals submitted under this RFP (including all documents, schedules, reports, plans and other attachments) shall become the property of the City of Newport News and will not be returned (see *Trade Secrets/Proprietary Information* page 13).

EVALUATION CRITERIA (Listed in Order of Importance)

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 firm who is the most responsive and fully qualified based upon the herein described needs of the City. The proposal will be evaluated on the following criteria:

1. Experience of firm in providing services to public sector entities of similar size and with similar objectives.
2. Fees and any other associated costs. Demonstrated cost containment.
3. Professional experience and qualifications of the individuals assigned to the account.

4. Reporting Capabilities.

During the evaluation period, the City reserves the right to require the offeror to submit additional evidence of qualifications as deemed necessary above and beyond the published proposal requirements.

The City also reserves the right to require demonstrations, tests and certifications to determine quality or suitability of the product and/or services offered. The purchasing agent or a designated representative shall have the right to conduct such tests as may seem useful and reserves the right to make all evaluations. Factors in the City's best interest that are brought out through such demonstrations may be considered in the decision to award or not to award.

METHOD OF SELECTION

Proposals will be evaluated and interviews scheduled with selected firms in accordance with the "Contracting for other than professional services" method of selection outlined in the Code of Newport News, Virginia Section 2-570-2. Details can be accessed at:

<http://www.nngov.com/purchasing/resources/purchasingcode>

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 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 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

QUESTIONS

Questions regarding this RFP should be directed to the Department of Purchasing, Marie-Therese (Mimi) M. Gartner by email: mgartner@nngov.com or facsimile (757) 926-8038, *not less than four (4) business days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

DIRECT CONTACT

Direct contact with any City employee, including the Department of Public Utilities (Waterworks) 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.**
