



REQUEST FOR PROPOSALS

Risk Management Services

2009-5831-1524

April 22, 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: Provide insurance agent/broker/services related to the risk management of City of Newport News local government, City of Newport News Public Schools, and the City's Economic Development Authority/Industrial Development Authority (EDA/IDA).

Proposal Due: May 22, 2009 @ Close of Business (COB)

Contract Officer:

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

AN ORIGINAL AND FIVE (5) 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. 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.

23. **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.
24. **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 insurance agent/broker services related to the risk management of the City of Newport News local government, City of Newport News Public Schools, and the City’s Economic Development Authority/Industrial Development Authority (EDA/IDA). Desired services shall begin as soon as practical for the contract term specified.

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.

BACKGROUND

The City of Newport News is a progressive city with a population of over 187,000. The government is directed by an appointed City Manager who reports to an elected City Council of seven (7) members. The City has approximately 3,500 employees (excluding schools) and an approximate annual budget of \$550 million.

The Office of Self Insurance manages the City's Auto/General Liability activities that include the Auto Liability portion of the Newport New Public School Transportation System consisting of approximately 570 vehicles and the 1250 vehicle fleet for the City of Newport News. The department is composed of six (6) employees. The City's Workers Compensation activities are managed by the Human Resources department. The Human Resources department has two (2) full-time employees dedicated to the administration of the Workers’ Compensation Program. A third party administrator handles worker’s compensation claims. The City is self-insured where practical and maintains a proactive approach to employee safety and loss control.

SCOPE OF SERVICES

General Requirements

The City seeks a qualified offeror who shall provide insurance agent/broker services and shall have full access to the entire property and casualty market. The insurance that will be placed includes all corporate insurance and bonds required by the City and the IDA/EDA and certain insurance coverage required by the Newport New Public Schools. Other services required include, but are not limited to: reports of market conditions, analysis of potential insurers' marketing reports, assistance in resolving

disputes with insurers and assisting the City with technical advice/expertise. Additionally, the contractor shall advise the City on issues raised by the Self-Insurance Program including safety and loss control on an as needed basis.

Contractors are encouraged to be creative and resourceful in proposing the most cost effective and efficient solutions for the needs outlined under the **Specific Requirements** section of the RFP.

Specific Requirements

The required services, under this contract, include but are not limited to the following criteria:

Marketing

1. The successful contractor shall identify and analyze all viable markets for the City's various commercial insurance/bond needs. Analysis will be for quality of performance and fiscal stability.
2. The successful contractor shall prepare appropriate marketing and underwriting information, with completion of Insurance Applications, to be submitted to potential insurers and related service companies.
3. The successful contractor will arrange meetings between appropriate underwriters or service providers and the City's Office of Self Insurance, Human Resources department, and IDA/EDA for the purpose of presenting the City's account in the most favorable light.
4. Risk management analysis: to include review of Certificates of Insurance provided by vendors and suppliers to the City of Newport News (some of these name The City as an additional insured party); analysis of risk transfer options including indemnity agreements with City vendors and contractors, and analysis of risk financing options, including self-insurance.
5. At the direction of the City of Newport News, the successful contractor shall develop, recommend, negotiate and place insurance and/or risk financing programs including contract, techniques and methods necessary for all types of coverage.
6. The successful contractor shall obtain and review all insurance policies and service contracts for accuracy and assure that necessary corrections are obtained.
7. The successful contractor shall administer all aspects of the City's relationship with the insurance companies including, but not limited to, issues regarding billings and deductibles.

Claims Audit

The successful contractor shall conduct periodic audits of claims filed against the City. This will include workers' compensation claims, as well as automobile and general liability claims. These audits will be conducted on an as-needed basis, as determined by the Office of Self-Insurance and the Human Resources department.

Training

The successful contractor shall provide training to the Office of Self-Insurance and Human Resources employees as needed to address insurance, risk management, and safety issues.

Safety and Loss Control

The successful contractor shall provide safety and loss control consulting services as needed. All services provided must be accounted for in the form of a stewardship report provided every six months. The report will clearly outline goals, objectives, and accomplishments resulting from each meeting.

Miscellaneous Services

The successful contractor shall provide other insurance related services as required by the City. Such services may include, but are not limited to:

- Assisting in the settlements of disputes between the City and the City's insurers.
- Review of reserves on specific claims.
- Obtaining risk management related technical information from outside sources.
- Providing related services on insurance and risk management issues such as client seminars, market reviews, industry group meetings and focus groups.

Account Executive

The successful contractor shall designate an Account Executive who shall be responsible for the overall administration of the contract services and shall be the City's point of contact on issues related to the contract.

Annual Stewardship Report

- A complete list of insurance coverage in force
- An evaluation of overall insurance programs
- A forecast of market conditions and renewal costs
- A list of modifications needed in services provided

PRICE

Cost for the initial contract term shall be a firm fixed price negotiated with the selected contractor. Cost adjustments may be negotiated annually for subsequent contract terms. Negotiated cost increases shall not exceed 3% during any renewal term.

INSURANCE

The contractor shall obtain and maintain professional liability insurance for errors and omissions (E & O) in the amount of one million (\$1,000,000.00) for the duration of this contract. An original certificate

of insurance shall be filed with, and approved by, the Newport News City Attorney prior to commencement of services hereunder.

SUBMITTALS

The Offeror shall submit *one* original (conspicuously marked “ORIGINAL”) and *five* (5) complete copies (including any/all special attachments, certificates, 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. Any other information thought to be relevant, but not applicable to the enumerated categories below, may be provided as a separately bound appendix to the proposal. 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. Proposed Service(s) – Offeror will state the service(s) proposed, such as Brokering.
- B. Experience - Provide a concise description of work experience as related to the scope of services outlined herein. Include, as a minimum, the number and types of accounts served, the number of years the offeror has been providing these types of services, references and other documentation to verify experience. The organization name, address and telephone number should be given for each reference provided, along with the name of a contact person for that reference.

Provide a reference list of at least five (5) organizations similar in nature and/or size to the City of Newport News that your firm has provided risk management services for within the last three (3) years. Indicate the primary account executives in your office responsible for servicing each of the organizations listed as a reference. Use the reference forms provide on pages 12 & 13.

- C. Capability and Skill - Provide a description of your firm's capabilities and skills to perform the contract. At a minimum, address the following areas:
 1. What are your firm's qualifications to provide the contracted service? Include information both company-wide and for the office that will be handling the City. State the location of the office that would be responsible for handling this account.
 2. If proposing for Brokering Services, explain what criteria, if any, your firm uses to determine acceptability for an insurer (i.e. minimum Best rating etc.), and what mechanism you have in place to monitor insurer solvency and fiscal stability.
 3. If proposing for Brokering Services, indicate and explain your firm's ability to access domestic and international insurance markets.
 4. Identify the individuals who will be the primary and secondary account representatives for the City. Provide resumes indicating their directly related qualifications and experience in

handling municipal and/or large accounts. Provide client references for the primary account representative.

5. Identify any additional personnel, offices or divisions associated with your company that would be providing specialized services and provide appropriate documentation indicating their experience and expertise in the particular area of service.

- D. Financial Resources - Provide a description of the financial stability of your firm and other resources that adequately assure acceptable performance of this contract.
- E. Plan to Utilize Small, Minority, and Women Businesses - SBE, MBE, and WBE (small business utilization) - Provide a statement of how your firm intends to utilize minority and female 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.
- F. 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.

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 and qualifications. This shall include professional accreditation, and expertise in providing management services. The selection committee may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work. The offeror shall furnish to the committee such information and data for this purpose as may be requested. The committee reserves the right to inspect the offeror's facilities, resources, and staff prior to award to examine and satisfy questions regarding offeror's capabilities. The offeror must be able to demonstrate the ability to perform work in a prompt and conscience manner. Lastly, contact with existing known customers of the offeror may be made to determine the ability to provide the services required under the contract.
2. Ability to meet scope of service requirements. This shall include the offeror's ability to supply the monthly account statements on schedule and to timely perform such other services as specified in the RFP.
3. Demonstrated understanding of Newport News' service needs and risk exposures.

4. Price. Annual cost for services.
5. The assigned account representative's general insurance knowledge and experience working with city governments, municipalities and public schools.
6. The offeror's history of working with city governments, municipalities, and public schools.
7. Depth and quality of staff assistance available to the assigned account representative.

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

***REFERENCES**

Please provide a minimum of 5 similar risk management contracted services your firm has performed within the past 3 years, for organizations similar in nature and size to the City of Newport News.

-1- NAME AND ADDRESS OF CONTRACTING ENTITY & SPECIFIC SERVICE(S) PROVIDED

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

PRIMARY ACCOUNT EXECUTIVE:

-2- NAME AND ADDRESS OF CONTRACTING ENTITY & SPECIFIC SERVICE(S) PROVIDED

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

PRIMARY ACCOUNT EXECUTIVE:

-3- NAME AND ADDRESS OF CONTRACTING ENTITY & SPECIFIC SERVICE(S) PROVIDED

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

PRIMARY ACCOUNT EXECUTIVE:

** The City reserves the right to ask for additional information.*

***REFERENCES (Continued)**

4

NAME AND ADDRESS OF CONTRACTING ENTITY & SPECIFIC SERVICE(S) PROVIDED

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

PRIMARY ACCOUNT EXECUTIVE:

5

NAME AND ADDRESS OF CONTRACTING ENTITY & SPECIFIC SERVICE(S) PROVIDED

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

PRIMARY ACCOUNT EXECUTIVE:

** The City reserves the right to ask for additional information.*

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 Office of Self-Insurance 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.**
