



REQUEST FOR PROPOSALS

Temporary Medical Staff - Nurses

RFP #2009-04422-1024

February 2, 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 Services: Successful offeror to provide "Temporary Medical Staff - Nurses" for the Newport News Sheriff Department also known as the City Jail (Main Jail and Annex). The "Request For Proposals" shall be the basis for establishing a blanket purchase order contract. Vendor shall Provide temporary personnel that has experience working in an inmate facility.

Proposal Due: February 26, 2009 @ Close of Business (COB)

Contract Officer: _____

Rose C. Kee, CPPB, Buyer, (757) 926-8028, email: rkee@nngov.com

AN ORIGINAL AND THREE (3) 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. 08-14-08)

1. All proposals must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the offeror may attach a 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.

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.

This public body does not discriminate against faith-based organizations

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

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

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

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

The original copy maintained at our offices, in the bid/proposal file folder, shall be considered the official copy. In the case of any inconsistency between bid/proposal documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the offeror, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the offeror may be cause to disqualify your bid/proposal.

17. **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. _____."

18. 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.

19. If authorized by the Offeror(s), 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 Contractor(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 Contractor's responsibility to notify the jurisdictions of the availability of contract(s).

Any Offeror not desiring to provide such products/services to other jurisdictions under this clause shall so indicate in their response.

COOPERATIVE BIDDING

The City of Newport News issues this Request for Proposals (RFP) in accordance with the City of Newport News' procurement code (Section 2-552.1 (7), and on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other governmental jurisdictions and school divisions. This procurement is also being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia

Offerors are advised that all resultant contracts will be extended, with the authorization of the offeror, to other governmental jurisdictions and school divisions as may be interested. Should other entities decide to use the final contract, the contractor shall deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payments. The City of Newport acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid or offer.

It is the responsibility of the contractor to notify the jurisdictions and political subdivision of the availability of the contract. Each participating jurisdiction and political subdivisions has the option of executing a separate contract with the contractor. Such contracts may contain general terms and conditions unique to those jurisdictions and political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the contractor, the contractor may withdraw its extension of the award to that jurisdiction.

The City of Newport News shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the contractor.

SVGPC members reserve the right to make awards to the responsible offeror during the contract term. SVGPC members not explicitly named in the RFP are not obligated to participate, nor is the successful offeror obligated to contract with other SVGPC members; however, if such a contract is entered, the successful offeror will be required to provide these same items, at the same prices, awarded as a result of this solicitation to that public body.

SVGPC Members:

City of Chesapeake
City of Hampton
City of Newport News
City of Norfolk
City of Portsmouth
City of Virginia Beach
City of Williamsburg
County of Gloucester
County of James City
County of King William
County of York

Newport News Public Schools
Williamsburg/James City County Public Schools
York County Public Schools
Christopher Newport University
College of William & Mary
Norfolk State University
Old Dominion University
Tidewater Community College
Southeastern Public Service Authority
Jamestown/Yorktown Foundation

Revised, 09/27/05

Temporary Medical Staff - Nurses for Newport News Sheriff's Department (City Jail)

GENERAL

The City of Newport News is seeking proposals from qualified offerors to provide "Temporary Medical Staff - Nurses" for the Newport News Sheriff Department also known as the City Jail (Main Jail and Annex). This Request for Proposals shall be the basis for establishing a blanket purchase order contract.

The City Jail has three shifts with an estimated number of 500 to 700 inmates housed at the facility at any given time. Offeror shall provide temporary personnel that has experience working in a inmate facility. No exceptions. Offeror shall provide temporary persons that are dependable, reliable, and flexible. There is a zero tolerance for providing temporary staff that do not report to work, or not providing advanced notice if temporary staff cannot report as scheduled. Due to the nature of the business, and environment, it is critical that the offeror provide temporary personnel to fill the assignment as requested.

It is requested the vendor respond at least thirty minutes (30) after receiving notice (after receipt of order). The temporary person must report to work within a two (2) hour time frame.

CONTRACT TERM

The initial contract period shall begin at the date of award through June 30, 2010. At the City's option, the contract may be renewed up to four (4) years in one-year increments.

FIRM PRICING

Prices shall remain firm for the initial contract period. The City reserves the right to negotiate reductions in the price due to changes in market conditions during the contract period and renewals.

PRICE ESCALATION/DE-ESCALATION

Prices are to remain firm for the first contract period. In subsequent terms, the contractor may request, in writing at least sixty (60) days in advance of the contract ending date, an increase/decrease. Adjustments will not be automatic.

Should the City elect to exercise the option to renew the contract for additional year(s), the contract prices for the additional years shall not exceed the percentage increase/decrease of the "Services" category of the CPI-W SECTION OF THE CONSUMER PRICE INDEX of the United States Bureau of Labor Statistics for the latest twelve month for which statistics are available, and not exceed 5% in any year.

Should the price change be granted and the City elects to renew the contract, the purchase order will reflect the changes.

QUANTITY

The "estimated annual hours" for each temporary person is expressly agreed to be an estimate only, and nothing herein shall bind the City of Newport News to purchase any specified amount of hours or number of temporary staff. It is also further understood that the City of Newport News shall not be

obligated to purchase or pay for any services covered unless and until ordered and received by the City of Newport News.

MULTIPLE AWARDS

The City of Newport News may make multiple awards to qualified firms as a result of this Request for Proposals. The award will be made to the most responsible offeror or offerors meeting the requirements of the solicitation.

The primary contractor shall fill the position as soon as possible. Contractor shall provide notification, by phone or fax, if the position cannot be filled within the given time frame. Contractors will be contacted in order: Primary, 1st alternate, then 2nd alternate. In the event the Contractor is unable to fill the job request, the City may cancel the request and place the request with the next Contractor in line. In the event that all Contractors are unable to fill the request, the City may fill the requirement from other qualified sources, or extend the time frame to recruit and provide a temporary.

The City has the right to determine the suitability of a temporary person and may remove him/her if determined to be unsuitable by calling the Contract Employer and may ask for a replacement if necessary.

INSURANCE

The contractor shall maintain adequate insurance. See “Insurance” section at the end of this document (last 4 pages).

**POSITION DESCRIPTION FOR
LICENSED PRACTICAL NURSE (LPN)**

GENERAL DEFINITION

Qualified and experienced License Practical Nurse (LPN) **to provide immediate, spontaneous and on-going medical care to the inmates of the Newport News City Jail.** By providing this service, inmates are enabled to register complaints of illnesses/injuries on a daily basis. Registered Nurse (RN) to fill in on days when the LPN is off duty.

Successful Offeror must provide qualified staff with experience in working in an inmate facility (Jail System).

Work is performed under the regular supervision of the Medical Director.

TYPICAL TASKS:

- ◆ Shall work under the direction of the Medical Director and jail physician in administering medical treatment to inmates.
- ◆ Provides sick call for inmates on a daily basis.
- ◆ Distributes medication(s), etc. as directed and prescribed by the jail physician.

- ◆ Responses to emergency medical needs of the inmates.
- ◆ Performs physical examinations of inmates committed to jail.
- ◆ Ensures on-going security measures are adhered to in the handling of medical and drug supplies.
- ◆ Maintains detailed, updated medical history on inmates.
- ◆ Ensures that all necessary medical data is available to medical staff at end of day.
- ◆ Performs other tasks as required.

KNOWLEDGE, SKILLS, AND ABILITIES:

- ◆ Thorough knowledge of first aid and life-saving techniques.
- ◆ Thorough knowledge of routine physical and mental health care procedures.
- ◆ General knowledge of the rules, regulations, and procedures of the Newport News Sheriff's Office.
- ◆ Ability to accurately relate/translate medical data.
- ◆ Thorough knowledge of medical terminology.
- ◆ Draw blood for lab tests.
- ◆ Ability to detect health problems and make determinations of appropriate medical treatment.
- ◆ Ability to remain calm, alert, and appropriately respond to medical emergencies and extremely stressful situations.
- ◆ General knowledge of substance abuses and treatments.

EDUCATION AND EXPERIENCE:

Any combination of education and experience equivalent to high school graduation, and any other as required by the Newport News Sheriff's Office.

Completion of an accredited medical study in accordance with State law.

SPECIAL REQUIREMENTS:

Possession of a valid Nursing Certificate as issued by the Commonwealth of Virginia.

SUBMITTALS

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:

- **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.
- Description of Firm – Provide a detail description (resume’) of your company, and qualifications (resumes’) of your staff.
- Previous Experience – Provide previous experience in providing staff specifically for an inmate facility.
- Flexibility/Understanding of Requirements – Provide a statement to show your understanding of the requirements, and your flexibility in meeting the City’s needs. (Conformance in all material respects to this RFP, etc.).
- Job Retention - Provide an explanation on how your company retains temporary staff, and/or procedures in place in order to retain temporary staff.
- Capability – Provide a statement to support that your company has the capability in all respects to perform fully the contract requirements, and the moral and business integrity and reliability which will assure good faith performance as required by these specifications.
- Response Time - Provide your response time (turn-a-round time) for providing temporary staff after receipt of order (ARO). This is to include response time after receiving and order, and response time for temporary person to report.
- Position Classification and Rate Schedule (Cost) - Provide a list of other positions in addition to the licensed practical nurse (LPN) as outlined in this RFP. Provide description of the knowledge skills, and abilities (KSA) for each position. Include on the list, a cost schedule for each position (hourly bill rate to the City) for regular weekday hours, overtime weekday, weekend hours, overtime weekend, and holidays. Provide additional cost that may be applicable to perform the services required under this RFP.
- Hours of operation and Location - Provide your hours of operation, and location(s) of your office(s).
- References – Provide a minimum of three (3) references for whom you have provided equivalent services to. References to include company name, contact person, address, telephone number, and project value. (See reference section on next page).

REFERENCES

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: \$	

• **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.

Offeror maintains that he/she is able to provide qualified experienced personnel within a reasonable period of time perform 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.

- **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.

All proposals submitted under this RFP shall become the property of the City of Newport News and will not be returned (see *Trade Secrets/Proprietary Information section*).

EVALUATION CRITERIA

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 (**listed in order of importance**):

- Qualifications, experience, and capacity of the offeror. This is to include years in business, and experience of staff. (Background of agency and staff).
- Previous experience and previous performance for providing temporary staff for an inmate facility. Including the procedures to assist in retaining temporary staff (job retention).
- Demonstrated understanding of the scope of services, flexibility of the offeror to meet the City’s needs, and response time after receipt of order.
- Suitability of your proposal to fulfill the City’s Business Objective.
- Hours of Operation and accessibility to your staff including all contact phone numbers during and after regular business hours.
- Position Classifications and Rate Schedule – Positions offered and rate schedule (cost to include regular, overtime, weekend, and holiday bill rate).
- References
- Responsive - The degree to which the offeror has responded to the purpose and scope of the 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 needs, and conformance in all material respects to this RFP. The completeness of the offeror’s RFP submittal will be a key in determining the degree of responsiveness.
- Responsibility – The offeror who has the capability, in all respects, to perform fully the contract requirements, and the moral and business integrity and reliability which will assure good faith performance as required by these specifications.

EVALUATION PROCEDURES AND SELECTION METHOD

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 Section 2-570, Award of the Newport News City Code. Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City taking into consideration price and the evaluation factors set forth in the request for proposal. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made. *When the terms and conditions for multiple awards are provided in the request for proposal, awards may be made to the more than one offeror.*

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, Rose Kee by email: rkee@nngov.com or facsimile at (757) 926-8038, *not less than five (5) 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 Newport News Sheriff Department 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 a.m. – 5 p.m., Monday through Friday.

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.**

ANTI-COLLUSION CERTIFICATION

The offeror certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same product and that this bid 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 bidder 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 bidder also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Signed: _____ Date: _____

Name of Company: _____

INSURANCE ENDORSEMENTS

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

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

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

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

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

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
c/o 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.

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: _____