



REQUEST FOR PROPOSALS

Body Damage and Mechanical Repair Services

2010-4088-1524

December 22, 2009

City of Newport News

OFFICE OF THE PURCHASING DIRECTOR

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8032/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 general body and required mechanical repairs related to accidents and vandalism to the City's vehicle fleet (including cars, light trucks, vans, heavy trucks, fire apparatus, trailers, construction equipment, etc.).

Proposal Due: **January 28, 2010 @ Close of Business (COB)**

Contract Officer:

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

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

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

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This Form Must Be Signed. 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.

The contractor shall also maintain *Garagekeepers* and *On-Hook Towing* liability insurances. Both coverages shall be in the amount of \$500,000.00. The contractor shall furnish proof of said insurances prior to commencement of services.

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 amount or value of services the City may purchase 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 interested in receiving proposals from qualified offerors to provide all automotive body damage repair services and related mechanical repairs to the City’s vehicle fleet (including cars, light trucks, vans, heavy trucks, fire apparatus, trailers, construction equipment, etc.). The City’s intent is to establish an annual contract with multiple qualified Contractor’s for these services for the period and renewal options specified in the CONTRACT PERIOD section that follows.

Contractors are encouraged to submit proposals for all or any combination of vehicle class categories included in the City’s fleet. Currently, the City’s fleet includes the following:

VEHICLE CLASS	QUANTITIES	FORD	GM	OTHER
Cars	629	60%	37%	3%
Light Trucks and Vans	426	34%	64%	2%
Heavy Trucks	210	-	-	
Fire Apparatus	47	-	-	
Trailers	85	-	-	
Construction/Misc Equipment	101	-	-	

Repair of other specialized fleet equipment not listed in this section may also be requested as needed.

CONTRACT PERIOD

The contract period shall be from date of award (anticipated to be on or about February 22, 2010) through February 28, 2011, with options to renew, at the City’s sole discretion, for four (4) additional years in one (1) year increments. Unless terminated by either party (See Conditions and Instructions, paragraph 21), the annual contract shall automatically renew on March 1st for four successive years. Written notice of intent to renew shall not be required.

SCOPE OF SERVICES

The Contractor shall be responsible for making general body and required mechanical repairs related to accidents and vandalism to the City’s owned or maintained vehicles or fleet equipment.

Estimates. In all cases, repairs shall only be authorized by, and compensated for to the extent as specified in the written Damage Repair Estimate (the “estimate”) provided to the City by Contractor. Estimates may be subsequently amended by Contractor as required for hidden damages, but only with prior written approval by the City.

The estimate shall clearly indicate supplied parts and repair materials as:

- New Original Equipment Manufacturer’s (OEM)
- New "after-market", or
- Used OEM

Labor estimates shall be based upon and supported by standard reference publications generally recognized for use by the body repair industry, such as CCC Pathways software, Mitchell's, or Motor's Collision Repair manuals. The estimate shall state the reference publication used.

Estimated completion times shall be furnished on each estimate. The City may approve additional time to complete repairs for previously hidden damages or non-availability of repair parts upon Contractor's request and documentation.

The Work. Quality of the completed work for fit, finish, sheet metal work, overall painting and patching must be acceptable to the City. The standard applied shall be:

1. Repaired surface area will match the rest of the vehicle in color, fit, and/or finish
2. All body and repair parts or materials used in the repairs shall be certified by their manufacturer as meeting Original Equipment Manufacturer's [OEM] specifications.

When non-OEM body parts are approved for use, such parts shall be certified by the Certified Auto Parts Association (CAPA) and warranted by Contractor as being equal in kind and quality in terms of fit, performance and overall quality to the original manufacturer parts they are replacing.

The City at its option may elect to provide required repair parts to Contractor. In such case, Contractor shall not be required to warranty the City's provided parts or labor required for *rework* due to failure of the City's provided parts.

Accident related damages discovered by Contractor subsequent to completion of the estimate and which were omitted from the estimate (hereafter "hidden damages"), shall be reported to the City to obtain written authorization to make such additional repairs.

Performance. The City will use the following items throughout the duration of the contract to evaluate contractors' performance:

- Number of estimates requiring supplementary repairs
- Costs of supplementary repairs and parts
- Number of times work was not completed on time
- Number of times vehicle was sent back for rework
- Number of invoicing errors

ADDITIONAL REQUIREMENTS

Contractor shall be liable for security and safekeeping of the City's vehicles to include attachments, components, emergency signal equipment and radios when left with Contractor for repairs.

Contractor shall maintain records and comply with all applicable EPA and OSHA requirements governing auto body repair (See also *Conditions and Instructions*, paragraph 16). Records of all hazardous waste removal shall be made available to the City or its assigned agents.

Contractor shall maintain vendor receipts for parts used in making the needed repairs. Parts pricing shall be subject to audit by the City to verify the markup specified in the pricing schedule.

PAYMENT

City shall pay Contractor only for work specifically authorized and performed per the estimate and any previously approved supplements. Payment shall be made when the City’s representative has accepted the repairs as satisfactory and signed the Contractor’s invoice.

PRICING SCHEDULE

The offeror agrees to provide the requested services/installation and equipment for automotive body damage repairs in compliance with the specifications, terms and conditions herein, as follows:

State Warranty Period and Limitations, if any for:

- Body - _____

- paint - _____

- mechanical repairs - _____

State hourly labor rate for body-work repairs \$ _____/Hour

State hourly labor rate for paint/refinishing \$ _____/Hour

State hourly labor rate for mechanical repairs \$ _____/Hour

State hourly labor rate for fiberglass repair (if available) \$ _____/Hour

State hourly labor rate for vinyl decal removal (if available) \$ _____/Hour

State price to clean interior & exterior of vehicle prior to delivery (Vacuum & wipe down interior, wash exterior) \$ _____/Vehicle

State the charge for removal of hazardous waste (specify applicable unit [per job, load, vehicle, etc...]) \$ _____/_____

State Contractor’s markup for repair parts _____%

State the percentage of markup, if any, on sublet repairs _____%

State the reference used for hourly labor repair estimate _____

State if you are willing to travel to the City’s service facility (525 Operations Dr. Newport News VA 23602) to provide an estimate on a vehicle. If not at all times, then specify exceptions.

PRICING SCHEDULE (CONTINUED)

State price for painting (include total prep time) each vehicle class indicated below:

VEHICLE CLASS	ENTIRE VEHICLE/ITEM	DOOR	HOOD	FENDER	BUMPER COVER
Mid Size (i.e. Ford Fusion)	\$	\$	\$	\$	\$
Full Size (i.e. Crown Victoria)	\$	\$	\$	\$	\$
Compact Car (i.e. Ford Focus)	\$	\$	\$	\$	\$
Compact Pickup, regular cab (i.e. Chevrolet Colorado)	\$	\$	\$	\$	\$
Compact Pickup, extended cab (i.e. Chevrolet Colorado)	\$	\$	\$	\$	\$
Compact Pickup, crew cab (i.e. Chevrolet Colorado)	\$	\$	\$	\$	\$
Full size pickup, regular & extended cab (i.e. Chevrolet 2500hd)	\$	\$	\$	\$	\$
Full size pickup, Crew Cab (i.e. F350)	\$	\$	\$	\$	\$
Motorcycle Saddle Bags	\$	NA	NA	NA	NA

PRICE

Prices (based on hourly labor rates) quoted shall remain firm for the initial contract period. If the contract is renewed, prices may be adjusted during each renewal contract period according to the *Price Escalation/De-Escalation* terms below.

PRICE ESCALATION/DE-ESCALATION

Contractor may request an hourly labor rate price adjustment not more frequently than once during any contract (renewal) period. Price adjustments shall be based on the percentage change of the Consumer Price Index - Urban Wage Earners and Clerical Workers (**CPI - W**) U.S. city average, not seasonally adjusted for series Id: *Other Services* as published by the United States Bureau of Labor Statistics for the latest twelve months, for which statistics are available. The percentage change shall be applied to the (then) current contract *labor rates* in effect for the City. The newly adjusted prices shall become effective upon a mutually acceptable date and shall affect all repair work requested *on or after that date*. All in shop/in progress work shall be completed and billed at the previous contract prices. **Price adjustments will not be automatic.** The contractor shall submit a written request (email, facsimile, etc...) to the City (ATTN: Purchasing Department).

Based on economic factors and/or market conditions, the City reserves the right to request a reduction in price at any time during any contract period. The same index shall be applied in the same manner as above for price de-escalation adjustment(s).

CONTRACTOR DATA

1. Indicate the length of time your firm has been in business providing this type of service:

_____ Years _____ Months

2. Do you have a frame machine on site at your facility? _____

3. What certifications do your personnel/employees possess? _____

4. What mechanical certifications do your personnel/employees possess? _____

5. What, if any, certifications have been issued to your facility? _____

6. Are there any types of vehicles you cannot accommodate? If yes, please specify/list type(s). _____

7. Do you have towing capabilities? If so please provide the price and type of equipment you have.

***REFERENCES**

Please provide a minimum of 3 recent (1-2 years) references for which you have provided this type of service. Overview: include when, the approximate number, types of damage repair, and class of vehicles.

-1- NAME AND ADDRESS OF CONTRACTING ENTITY AND A [†]BRIEF OVERVIEW OF REPAIR SERVICE

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

-2- NAME AND ADDRESS OF CONTRACTING ENTITY AND A BRIEF OVERVIEW OF REPAIR SERVICE

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

-3- NAME AND ADDRESS OF CONTRACTING ENTITY AND A BRIEF OVERVIEW OF REPAIR SERVICE

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

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

[†] *Attach a separate page as necessary to provide details of the damage repair services provided.*

SUBMITTALS

Submit *one* original (conspicuously marked “ORIGINAL”) and *two* (2) complete copies of your proposal. Proposals shall be typed, bound and organized to include all requested information in the paragraphs that follow. To be considered substantive, the proposal must respond to all requirements of the RFP. Provide any other information thought to be relevant to the RFP and your capability to provide services requested. The following information/documents shall be included in the proposal package to be considered *responsive* to the Request for Proposals:

1. The entire **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 services on behalf of the organization and shall be authorized to bind the contract to the terms and conditions of this RFP.
2. **Pricing Schedule and Warranty Information (pages 9 & 10)** – include all pricing information requested and any additional costs (the intent is to fully disclose all costs to the City for associated damage repair services). Include additional warranties as applicable.

Please state your payment terms (See Conditions and Instructions, paragraph #20)

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3. **Contractor Data (page 11)**
 4. **References (page 12)**

All proposals must be sealed and labeled to show the following:

- Proposal for Body Damage and Mechanical Repair Services
- Name of Offeror
- Address of Offeror
- RFP Number (see cover)
- Receipt and Closing Date (see cover)

All proposals shall be addressed and delivered by the date and time specified to:

Mimi Gartner, Buyer
 City of Newport News Purchasing Department
 2400 Washington Avenue (4th Floor)
 Newport News, VA 23607

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 16).

EVALUATION CRITERIA (Listed in Order of Importance)

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

1. Qualifications, Experience and references
2. Quality of materials and workmanship
3. Cost
4. Depth of Resources
5. Location of repair facility – distance from 525 Operations Dr. 23602 and ability to be on site as necessary to perform estimates

METHOD OF SELECTION

Proposals will be evaluated and interviews scheduled with selected firms in accordance with “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(s) 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. *This may include making multiple awards.*

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 two (2) 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 Vehicle and Equipment Services 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 – 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.**
