



## REQUEST FOR PROPOSALS

RFP #2010-5994-0205

April 21, 2010

City of Newport News, Dept. of Purchasing  
2400 Washington Avenue, 4<sup>th</sup> Floor, City Hall  
Newport News, VA 23607

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

[www.nngov.com/purchasing](http://www.nngov.com/purchasing)

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### Legislative Liaison Services

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, until the time and date due (local prevailing time), for furnishing the following described goods or services.

**Scope of Work:** To establish a contract to provide Legislative Liaison services for the City of Newport News.

**Proposals Due:** May 11, 2010, at the close of business

Contract Officer:

Greg Smith, CPPB, C.P.M, Business Analyst C

**\*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 services requested and certifies 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.: \_\_\_\_\_

Email address \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**This form must be signed. All signatures must be original and not photocopies.**

## Conditions and Instructions

*RFP Rev. 04-01-2010*

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, electronic, fax and verbal offers will not be accepted.
3. Prices, if requested, should be stated in units of quantity specified, less federal, state, and local taxes.
4. The offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person 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. 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.
13. 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.**

14. 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.
15. 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.

16. **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. \_\_\_\_\_."

17. 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.
18. **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.**
19. **Questions and comments related to this solicitation should be directed to the Contract Officer, whose name and contact information appears on the front of this document. All questions must be submitted in writing (facsimile or email); telephonic inquiries will not be considered.**

**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 offerors 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:

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## **Anti-Collusion Certification**

The offeror certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The offeror understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The offeror also understands that failure to sign this statement will make the proposal non-responsive and unqualified for award.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_

**Public Access to Information**

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 .

**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.

| <b><u>Page #</u></b> | <b><u>Justification</u></b> |
|----------------------|-----------------------------|
| _____                | _____                       |
| _____                | _____                       |
| _____                | _____                       |
| _____                | _____                       |
| _____                | _____                       |

**Do Not Mark the Whole Proposal Proprietary.**

## **Legislative Liaison Services**

### **General**

The City of Newport News (“City”) is seeking proposals from qualified offerors to provide legislative liaison services. Desired services shall begin on July 1, or as soon as practical for the contract term specified.

### **Background**

The City of Newport News is a progressive city with a population of over 190,000. The government is directed by an appointed City Manager who reports to an elected City Council of seven (7) members. The City has approximately 3,000 employees (excluding schools) and an approximate annual budget of \$400 million. The City employs a full-time professional staff person in the City Manager’s office who is responsible for coordinating the City’s legislative program and providing legislative services; the provider selected through this solicitation (Contractor) will work in conjunction with the City’s legislative staff to promote the City’s annual legislative priorities and insure full coverage of the 2011 Virginia General Assembly session.

### **Scope of Services**

#### **General Requirements**

The Contractor shall provide the following:

1. Assist in the development of strategies to advance the legislative priorities of the City of Newport News in coordination with the City Manager’s Office.
2. As needed, attend and participate in meetings and events related to legislation introduced or to be introduced at the 2011 General Assembly Session.
3. Be available to City staff and officials for consultation by telephone, fax and email on an as-needed basis.
4. As needed, provide testimony to the Virginia General Assembly legislative committees and subcommittees in support or opposition to legislation affecting the City that may be or has been introduced in the 2011 General Assembly Session.
5. Review all bills and resolutions introduced in the 2011 General Assembly Session, identify those items that significantly impact the City and its operations, and notify designated City staff of such items.

6. Coordinate with the City's designated staff and other appropriate City officials to advise them of the status of legislation that impacts the City.

Note: It shall be understood that the "2011" calendar year references above shall be adjusted to the then-applicable year for each renewal term.

### **Documents and Information**

- A. Proposed Service – Offeror will state the service proposed and include the proposed cost for those services.
- B. Cost for the initial contract term shall be a firm fixed price. Cost adjustments may be negotiated annually for subsequent contract terms. (Propose methodology for establishing subsequent years' rates).
- C. 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 organizations similar in nature and/or size to the City of Newport News that your firm has provided legislative liaison 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

- D. Capability and Skill - Provide a description of your firm's capabilities and skills to perform the contract. At a minimum, address the following areas:

What are your firm's qualifications to provide the contracted service? State the location of the office that would be responsible for handling this account.

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.

- E. 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..
- F. 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.

- G. The Request for Proposal document with any addenda acknowledgements filled out and signed as required.

**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. 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 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. Completeness of proposal and understanding of Newport News' service.
4. Price. Annual cost for services.
5. The offeror's history of working with city governments and municipalities.

## **VI. METHOD OF EVALUATION AND AWARD**

Proposals will be evaluated and award shall be made in accordance with Code of Newport News Sections 2-569- 2-570.2, Competitive Negotiation for Other than Professional Services.

Award shall be made to one or more responsible offers whose proposals are determined in writing to be the more advantageous to the city taking into consideration the evaluation factors set forth in the request for proposals. The award of one or more contracts shall be at the sole discretion of the City. The awards 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 contracts deemed to be in its best interest.

Upon making awards, 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](http://www.nngov.com/purchasing)

Debriefing: The entire RFP file, including ratings and justifications of award, will become public information and be available for review only after an award is made, except those documents claimed as exempt under the Freedom of Information Act, (see IV, d ).

## **VII. CONTRACT TERMS**

### **A. Contract Term**

The initial term of this contract shall be for a one year period, commencing on date of award.

### **B. Renewal Option**

At the City's option, the contract may be renewed in increments of up to four (4) additional one-year periods (5 years total). Written notice of intent to renew shall not be required. Issuance of a purchase order shall constitute exercise of the renewal option.

It is the intent that prices shall remain firm during the contract, and may be adjusted per provisions of negotiated award.

### **C. Cancellation of Contract**

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.

**G. Method of Payment**

Unless otherwise negotiated, payment will be made not more frequently than monthly, with Invoice Terms of Net 30.

**STATEMENT OF COMPLIANCE/DEVIATIONS**

In the space below, Offeror must identify any and all deviations from the requirements as stated herein. Notations elsewhere in the proposal may not be considered or result in a determination of your proposal being non-responsive.

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