



REQUEST FOR PROPOSALS

Customer Relationship Management (CRM) Software System

2012-1493-1524

August 15, 2011

City of Newport News

OFFICE OF THE PURCHASING DIRECTOR

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8041/Fax: (757) 926-8038

www.nngov.com/purchasing

Sealed proposals, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, until the time and date shown below (local prevailing time), for furnishing the items or services described in the proposal.

Scope of Work: Provide and install/implement a Customer Relationship Management ("CRM") software system for the City's proposed 311 Contact Center. The CRM software system solution shall include all implementation services (installation, configuration, interfaces with other systems, testing, training, ongoing maintenance, support and enhancements) associated with it.

Proposal Due: September 6, 2011 @ Close of Business (COB)

Contract Officer:

Marie-Thérèse (Mimi) M. Gartner, CPPB, Senior Buyer, (mgartner@nngov.com) and Vickie Gwynn, Assistant Buyer, (vgwynn@nngov.com)

AN ORIGINAL, 1 HARD COPY AND ONE ELECTRONIC COPY 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

Rev: 04/21/2011

1. All bids shall be submitted on and in accordance with this form. If more space is required to furnish a description of the goods and/or services bid, or delivery terms, the bidder may attach a letter hereto that will be made a part of the bid. In case of conflict, the bid may be considered non-responsive. The City's published specifications shall supersede any additional writings submitted with the bid. Such writings shall be clearly marked and noted on the exception page.
2. All bids shall be submitted sealed, plainly marked showing the bid number, date and time. The entire solicitation document is to be returned when submitting a bid, unless otherwise directed by the bid document. Failure to return all pages may result in a determination that the submittal is non-responsive.
3. Bids and amendments thereto, if received by the Purchasing Department after the date and time specified for bid opening, will not be considered. It will be the responsibility of the bidder to see that their bid is received by the Purchasing Department as specified. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be considered in determination of low bid.
4. If City Hall is closed for business at the time scheduled for bid opening, for whatever reasons, sealed bids will be accepted and opened on the next business day of the City, at the originally scheduled hour.
5. Receipt of your bid by the City is not to be construed as an award or an order to ship.
6. Each bid is received with the understanding that the acceptance in writing by the City of the bidder to furnish any or all of the goods and/or services described therein, shall constitute a contract between the bidder and the City, which shall bind the bidder to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted bid; and the City on its part to order from such bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.
7. Bidders have the right to request withdrawal of their bids from consideration due to error by giving notice not later than two business days after bids are publicly opened. Work papers showing evidence of error(s) may be required. Upon request, administrative withdrawal procedures will be provided that shall be used for that purpose.
8. If issued, addenda to this solicitation will be posted on the Purchasing Department's website (www.nngov.com/purchasing). It is the bidder's responsibility to check the website or contact the Purchasing Department prior to the submittal deadline to ensure that the bidder has a complete, up-to-date package.
9. The solicitation document maintained by the Purchasing Department, in the bid file folder, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the bidder, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the bidder may be cause to disqualify your bid.
10. Award will be made to the lowest responsive and responsible bidder. The quality of the goods and/or services to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery terms, qualifications and references will be taken into consideration in making an award. Length of time for delivery as well as price may be considered in awarding the bid.

Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted; except that if the bid from the lowest responsible bidder exceeds available funds, the purchasing director may negotiate with the apparent low bidder to obtain a contract price within available funds.

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 or www.demandstar.com.

11. The City reserves the right to reject any and all bids, and to waive any informality if it is determined to be in the best interest of the City.

12. If authorized by the bidder(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). Bidders not desiring to sell to other jurisdictions under this clause shall so indicate in their response.
13. Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the City, including any applicable taxes, delivery, or surcharges. Prices quoted shall be the final cost to the City.
14. All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the bid.
15. In case of error in the extension of prices, the unit price shall govern.
16. The time of proposed delivery must be stated in definite terms. If time of delivery for different goods and/or services varies, the bidder shall so state.
17. Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the bidder's risk and expense.
18. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of the manufacturer, brand make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the goods and/or services desired. The goods and/or services on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on goods and/or services other than as specified, bidder shall furnish complete data and identification with respect to the alternate goods and/or services that they propose to furnish.

Consideration will be given to bids submitted on alternate goods to the extent that such action is deemed to serve the best interests of the City. If the bidder does not indicate that the goods and/or services he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact goods and/or services described.

19. Any equipment delivered must be standard new and unused equipment, latest model, except as otherwise specifically stated in the bid. Where any part or the normal accessories of equipment is not described, it shall be understood that all the equipment and accessories that are usually provided in the manufacturer's stock model shall be furnished.
20. 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.
21. All bids must be signed by a responsible officer or employee having the authority to sign the form. The bidder agrees that its contract performance shall be in strict conformance with the contract documents.
22. By signing this bid, the bidder assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
23. The bidder certifies by signing this Invitation for Bid that this bid is made without prior understanding, agreement, or accord with any other person or firm submitting a bid for the same goods and/or services 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. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages.
24. **Hold Harmless and Indemnification:** The contractor shall defend, indemnify and hold the City, and City's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed

against the contractor, its employees, agents, and volunteers, or incurred by or claimed against the City, City's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the contractor. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanctions or civil penalties, incurred by the City due to the negligent, fraudulent or criminal acts of the contractor or any of the contractor's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the contractor. Unless otherwise provided by law, the contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the contractor under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

25. The contractor agrees to defend and save the City, its agents, officials, and 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 contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
26. The contractor shall keep fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, ordinances and regulations.
27. **The contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.**
28. All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Number or Statement: _____

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

29. 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:

One hundred twenty thousand dollars (\$120,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is seven hundred fifty thousand dollars (\$750,000) or more shall show evidence of being licensed as a Class A Contractor.

Ten thousand dollars (\$10,000.00) or more, but less than one hundred twenty thousand dollars (\$120,000) 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 seven hundred fifty thousand dollars (\$750,000) shall show evidence of being licensed as a Class B Contractor.

Over one thousand dollars (\$1,000) but less than ten thousand dollars (\$10,000) 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 (\$150,000) 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 bidder 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. _____."

30. **Special Note:** Successful bidder shall furnish all required bonds, certificates of insurance and required endorsements on City approved forms. Any other forms are not acceptable and shall not be approved by the City Attorney's office. Time is critical on this work and non-compliance will delay the work and may be cause to make award to the next qualified bidder.

31. **Performance and Labor and Material Payment Bond:** The Contractor shall have ten (10) days from the date of the city's request to provide a performance bond and a labor and material payment bond, (use only forms attached to proposal unless approved by City Attorney) in the amount of the contract price as security for faithful performance of the work in strict conformity with the Contract Documents and for payment of all persons who perform labor and furnish materials in prosecution of the work. The surety on such bonds shall be duly authorized to do business in the Commonwealth of Virginia and satisfactory to the City.

32. **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 included in this document in the 'Forms' appendix. **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.

33. Payment Terms:

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

34. **Availability of Funds:** A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/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.

35. In event of default by the contractor, the City reserves the right to procure the goods and/or services from other sources, and hold the contractor liable for any excess cost occasioned thereby. Such actions taken by the City shall not release the contractor from additional remedies that may be allowed by law.

36. **Appeals Procedure:** Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award or an award, appeals from refusal to allow withdrawal of bids, appeals from

disqualification, appeals for debarment or suspension, or determinations of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely, all appeals shall be made within the time periods set forth in Chapter 2, divisions 4 and 5, of the City Code.

37. **It is the policy of the City of Newport News to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Bidder is requested to complete the SMB, MBE and WBE Business Objectives form within this document.**
 38. The City has a directory of Newport News Small, Women-owned and Minority (SWAM) businesses. The directory is available at www.nngov.com/purchasing.
 39. This public body does not discriminate against faith-based organizations.
 40. **Non-Discrimination:** During the performance of this contract, the contractor agrees as follows:
 - (a) It 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 federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably 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.
 41. 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, "A 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.
42. **Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
 43. **Governing Law and Venue:** This solicitation and any resulting contract is subject to the laws of the Commonwealth of Virginia and the Newport News City Code. Any litigation with respect thereto shall be brought in the courts of the City of Newport News, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division.
 44. **Severability:** If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

45. Termination by the City or the Contractor, or both, for convenience (Not applicable to contracts subject to the Department of Engineering Standard dated August 1, 1983, as amended, or the Department of Public Utilities “General Conditions”):

The parties may terminate the contract at any time by mutual written agreement.

In addition, if the contract is an extended term contract, after completion of the first contract period, either party may terminate the contract without penalty or financial obligation, except that the parties remain liable for performance of all terms, conditions, and obligations through the date of termination. Written notice of termination shall be given to the other party a minimum of sixty (60) days prior to its effective date.

46. Termination for Cause (Not applicable to contracts subject to the Department of Engineering Standard dated August 1, 1983, as amended, or the Department of Public Utilities “General Conditions”):

In the event that the contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

The City may, in its discretion, provide the contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, or agreed upon by the parties in writing, the contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the contractor unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the contractor to cure the default, the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminates the contract, the contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

47. Direct contact with City departments other than Purchasing, on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the contracting officer. Violation may result in a determination that your firm is ineligible for award.

48. Conflict: In the event of a conflict between the contract documents, including these Conditions and Instructions, and the terms of a purchase order or related document issued by the Department of Purchasing, the contract documents shall control.

In the event of a conflict between the Department of Engineering Standard Specifications dated August 1, 1983, as amended, and the contract documents (including the General and Special Conditions), the contract documents shall control unless otherwise provided. In addition, Special Conditions take precedence over General Conditions.

In the event of a conflict between the Department of Public Utilities “General Conditions” and the contract documents (including the General and Special Conditions), the contract documents shall control unless otherwise provided. In addition, Special Conditions take precedence over General Conditions.

49. Questions or comments related to this solicitation should be directed to the contracting 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.

50. The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions a bidder intends to be considered must be submitted with the bid as an exception. Such exceptions may result in a finding that the submittal is ‘non-responsive’ to the bid, negating possibility of an award to that bidder. Contractual documents submitted by the successful firm after an award will not be accepted.

51. Failure of the contractor to perform the contract by reason of the City’s non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the City, and may result in debarment of the contractor for a period of up to three (3) years. Termination and/or debarment of the contractor shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

52. **Records and Inspection:** The contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days notice to contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the contractor pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits.
53. **Rights and Remedies Not Waived:** In no event shall the making by the City of any payment to the contractor, or the waiver by the City of any provision under this contract including any obligation of the contractor, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the contractor, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any rights or remedies available to the City.
54. **Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
55. **Independent Contractor:** The contractor and any employees, agents, or other persons or entities acting on behalf of the contractor shall act in an independent capacity and not as officers, employees, or agents of the City.
56. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of six (6) months or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount. **Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the acts or omissions of the City due to causes within the City's control, the above waiver or release shall not apply.**

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 a Customer Relationship Management (“CRM”) software system for its proposed 311 Contact Center. This proposal should include all the implementation and professional services (installation, configuration, interfaces with other systems, testing, training, ongoing maintenance, support and enhancements) associated with it.

The initial phase of this project will include 5 city departments whose phone calls for services and information from citizens will be redirected to the 311 Contact Center. These departments were selected for the initial implementation based on factors such as the volume of citizen interactions and service requests they receive, and the current systems they have in place for these interactions. After this initial phase, the City will expand the use of the Contact Center to other city departments. The proposed Contact Center will be staffed by approximately 8 – 12 employees comprised of agents, supervisors and a system administrator. In addition, there will be approximately 20-40 users in the 5 city departments.

The city would like the installation and configuration of the CRM to begin on October 1, 2011. The city anticipates a go-live, soft launch date of July 1, 2012 with a more public hard launch on November 1, 2012.

BACKGROUND

An internal study committee recommended that the City implement a 311 Contact Center after examining its usage across the country. City Council and various citizens groups have endorsed the establishment of this system.

The City receives an extremely high volume of non-emergency telephone calls from its citizens. These calls come to all departments of the City as well as the 911 Dispatch Center. The calls include requests for information and services. The Census Bureau estimates that the City has a population of 181,000. The transient population of the local military installations increase call volumes and requests for services adding to the existing burden. The City wants to establish a 311 Contact Center that will make it easier for citizens to connect to services and information, provide management with data that can be used to improve service processes, and improve customer relations in accordance with the strategic priorities of the City.

The CRM will improve the delivery of service requests and information to the citizens we serve. It should provide management with better information and mechanisms for judging results, evaluating goals and reallocating resources to better deliver City services. In addition, the CRM should be a reservoir of knowledge that can easily be accessed by Contact Center staff resulting in fast, accurate and consistent responses to citizens.

The City is not mandating a specific technology and will consider all options, which can be configured to meet the City’s current and future requirements. The proposed software must be configured to integrate with a variety of back-end process systems and a Unified Communications system employing Voice over Internet Protocol (VoIP). The CRM proposed should be designed to provide citizens with a variety of ways to request services and information in whatever fashion that is most suitable to the citizen. Furthermore, the CRM should facilitate the flow of service requests and information between the Contact Center and the other departments in the City.

SCOPE OF WORK AND SPECIFICATIONS

The desired CRM tool should meet certain requirements to ensure that the software aids the city in providing services and information to its citizens. The main purpose of the software is to improve customer service, reduce the cost of providing service, and provide management with reliable information on service delivery.

Functional Requirements

- Be designed to provide citizens with an easy way to connect with the City in whatever fashion is most suitable to the citizen (internet, email, telephone, text message, etc.).
- Allow citizens to track the status of their request.
- Be user friendly. Employees should be able to learn to use the software with minimal time and training. It is not practical for employees to memorize numerous functions and keys. This goal cannot be achieved if it takes too much time to navigate through the system.
- Record information about each citizen interaction, including the nature of the issue and follow-up activities, in a time efficient manner.
- Allow citizens to easily attach additional documentation to a web service request.
- Basic processes such as data entering and information accessing should not be complicated.
- Be flexible enough to allow changing, editing and deleting records if necessary.
- The back-end database that the CRM uses must be stable and reliable. It should be easy to modify and update while in operation.
- Help facilitate the flow of information and citizen requests between the Contact Center and City departments.
- Allow service requests to be tagged with a geographic location.
- Provide comprehensive, real-time information on citizen requests to assist management in measuring results, identifying areas for improvement and supporting the setting of consistent service standards.
- Include a searchable knowledge base that can provide answers to frequently asked questions and provide call agents with prepared scripts for providing information or soliciting information about requests.
 - The knowledge base should be available and searchable to citizens via the internet.
- Log, track, prioritize and take action on calls.
- Group, Role and skill-based call routing.
- Wireless and mobile field service delivery.
- Provide automated/template email responses to citizens. Provide manager and/or supervisor a dashboard of all contact center activity.
- Allow manager and/or supervisor the ability to reassign activities to meet workload needs.
- Categorize and mine activity resolution to formulate training tools such as FAQs and answers.

Integration Requirements

- Real-time interface with Cityworks by Azteca Systems.
- Real-time interface with the Permits and Inspections module of Munis by Tyler Technologies.
- Integration with a Unified Communications tool.
- Integration with ESRI ArcGIS Server 10 or latest.
- Integration with Microsoft Windows Active Directory.
- Integration with Microsoft Exchange 2010.

- Integration with Microsoft Office 2010.
- Allow the City to easily develop interfaces between custom systems and the CRM via web services or application program interfaces (APIs).

System Requirements

Offerors shall submit the technical requirements associated with the proposed CRM software tool including software characteristics, hardware platforms, operating system and database environments, system security and documentation. It is essential that the underlying technologies have the capability, performance and design to support both the current and future demands of the City.

The minimum recommended hardware requirements, desktop requirements, network requirements, and other sizing information should be submitted as part of the proposed solution. Responses should describe the technical environment being proposed (i.e. client/server, web-based, etc.).

System requirements should at a minimum include information addressing the following:

- Operating Systems
- Hardware Requirements
- Ability to run under VMWARE
- Ability to run on Virtual Desktops Infrastructure (VDI)
- Database Environment
- Number of Users Supported and expansion capability
- System and Data Security
- Availability
- System, User, and Technical Documentation Manuals
- Open Data Base Connectivity (ODBC) Compliant

Support Requirements

- The CRM must come with excellent vendor or developer support. Such support should not only be limited to installing the system.
- A technical help service should be made accessible in case problems or inquiries arise about software operation. This service should be available 24/7 through phone, email or other forms of immediate communication.
- Provide remote and on-site maintenance service as needed, and specify normal response time guarantee.
- Instructional materials, training, and expert advice should be available upon request.
- Software Releases and Upgrades should be included as part of the Annual Maintenance costs.

Training Requirements

On-Site training shall be provided for City of Newport News personnel as follows:

- System Administration training for key Information Technology and Administrative personnel in configuring and troubleshooting the CRM software proposed.
- Contact Center Agent and department user training on the proposed CRM software.
- A test environment that mirrors the production environment should be available for on-going training of agents and testing of software releases.

Submit training plans for each level of training. Training elements must specify timeframes using benchmarks referencing the implementation schedule.

Administrative Requirements

- User access management.
- User login history.
- Ability to configure custom fields.
- Manage email templates.
- Ability to manage workflows.
- Populate, maintain and update the knowledge base component of the tool.
- Ability to create effective real-time reports to meet administrative requirements.

Current Citizen Service Requests

As part of the submittal, the offeror should describe how their system would handle the following common service requests beginning from the initial citizen contact to the final resolution of the request (Appendix A). After an initial review of proposals, selected offerors may be requested to demonstrate how these requests and possibly others are processed in a live system.

- 1) Sanitary Sewer Stoppage
- 2) Signal or Streetlight not Working
- 3) Inspection Request
- 4) Missed Trash Pickup

SUBMITTALS

The Offeror is requested to submit three (3) copies of the proposal package; *one* unbound original (conspicuously marked “ORIGINAL”); *one* bound paper copy (including any diagrams, pictures, equipment brochures, product literature, etc...) and one electronic copy of their proposal. The electronic copy may be a single CD-ROM or memory stick with the complete submittal formatted to be read with Microsoft® or Adobe® PDF software. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. To be considered substantive, the proposal must respond to all requirements of the RFP. Information described in the paragraphs that follow shall be organized in separately labeled sections or tabs, clearly identified in a table of contents. Provide any other information thought to be relevant to the RFP and your capability to provide services requested. The following shall be included in the proposal package to be considered responsive to the Request for Proposals:

1. **Executive Summary.** A brief overview of your proposal to demonstrate your understanding of the City’s requirements. Highlight any attributes that differentiate your products and services from competitors.
2. The **Request for Proposal** document with any addenda acknowledgements filled out, initialed 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.
3. **Company Background.** Include the following information about the organization:
 - How long the company has been in business;
 - Company size and organization;
 - A brief description of the company, including past history, present status, future plans, etc. Also include any pending/potential acquisitions or mergers that the firm may be involved in;
 - Number of customers currently using the proposed software;
 - Number of local governments currently using the proposed software and the names of the localities;
 - Location and description of the company office and the support center(s) that will provide primary support to the City for the proposed system.
 - Resumes of and pertinent information on the qualifications and experience of the individual(s) to be assigned to the project. The project manager responsible for the overall scope of CRM solution for the City shall be clearly identified
4. A complete identification and description of the proposed CRM solution addressing each section in the order listed under the SCOPE OF WORK AND SPECIFICATIONS section of the RFP.
5. **Implementation Plan and timeline.** Include milestones and deliverables for delivery, installation, and training. Include estimated begin and end dates.
6. Total project cost and recurring costs for maintenance and support, cost structure for upgrades/enhancements.
7. Warranty and available service level agreement(s)

8. References. Provide client references *similar in size and complexity* to the City of Newport News that are currently operating the proposed software. Include a local government entity if possible. Use the form on page 18; attach a separate page as desired to provide additional information.

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

- Proposal for Customer Relationship Management (CRM) Software System
- RFP Number (see cover)
- Name of Offeror
- Address of Offeror
- Receipt and Closing Date (see cover)

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

Mimi Gartner, Senior Buyer
 City of Newport News
 Purchasing Department (4th Floor)
 2400 Washington Avenue
 Newport News, VA 23607-4301

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 19).

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. Overall system functionality and responsiveness to the intent of the requirements.
 - a. Software configuration, design, technical specifications.
 - b. Flexibility, ease of modification, and simplicity of operation by the users.
 - c. Successful demonstration of how the CRM handles the citizen service requests provided.
2. Implementation plan and vendor support level.
 - a. Delivery and Installation Schedules.
 - b. Availability and quality of training proposed by the vendor.
 - c. Warranty
 - d. Quality of ongoing maintenance and technical support
3. Vendor Experience and Capability
 - a. Experience and technical expertise of the staff assigned to this project
 - b. Vendor resources

- c. Past performance (Feedback from references and current clients that use the proposed software).
4. Cost, cost containment, and payment terms. Cost will be evaluated based on a five-year life cycle (Including software system initial purchase, implementation services, support services after installation, and annual recurring costs). .

While these are not seen as criteria, per se, only submittals that are seen as responsive, from offerors deemed responsible will be evaluated against the criteria and be eligible for an award. Once negotiations are complete the City may again make determination as to whether the offeror is responsible.

Responsive – An offeror that has fully responded to the purpose and scope of the specifications.

Responsibility – The offeror who has the capability, in all respects, to fully perform the contract requirements, and the moral and business integrity and reliability that will assure good faith performance as described by these specifications.

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>

The City will review the proposals and may select vendors to give an on-site presentation to the City.

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 offer whose proposal is determined in writing to be the most advantageous to the city taking into consideration 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 document. Further, the City reserves the right to enter into a contract deemed to be in its best interest.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of Award may also appear on the purchasing website: www.nngov.com/purchasing.

QUESTIONS

Questions regarding this RFP should be directed to the Department of Purchasing, Marie-Therese (Mimi) M. Gartner by email: mgartner@nngov.com and copy Vickie Gwynn, Assistant Buyer, vgwynn@nngov.com or facsimile (757) 926-8038, by August 30, 2011 at 3:00 p.m. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

DIRECT CONTACT

Direct contact with any City employee, including the Information Technology 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.

*REFERENCES

Please provide a minimum of 4 recent (1-2 years) references for which you have provided the proposed Customer Relationship Management software solution.

1-

NAME AND ADDRESS OF CONTRACTING ENTITY

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

2-

NAME AND ADDRESS OF CONTRACTING ENTITY

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

3-

NAME AND ADDRESS OF CONTRACTING ENTITY

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

4-

NAME AND ADDRESS OF CONTRACTING ENTITY

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

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

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.**

APPENDIX A

(Citizen Service Requests)

Service Request (1): Sanitary Sewer Stoppage Call Received

Department: Public Works

Keywords: Sewer, stoppage

Process Detail (Each step could have multiple answers so depending on the answer, steps could be bypassed).

Step 1. Gather Resident Name, Address and Phone Number

Step 2. Resident is advised of the following:

- a. Someone will be out today to check the city side of the line (no specific time given only an estimate).
- b. If the stoppage is on the city side they will clear it, if not you will be advised to contact a plumber.
- c. You do not need to be home (if resident is not home a door tag is left)

Step 3. Service Request for "Lateral Stoppage" is created in Cityworks

Step 4. Stoppage Crew is dispatched immediately to respond

Step 5. Stoppage Crew arrives and notifies Call Center

Step 6. Stoppage Crew completes call and notifies Call Center with disposition.

- a. Unit may also advise Call Center if additional work or crews are needed .
- b. Call Center would dispatch additional crews if requested.

Step 7. Call Center updates logs and Service Request

Back-End System: Cityworks

Service Request (2): Resident calls for a streetlight not working

Department: Engineering

Keywords: streetlight, signal, timing

Process Detail (Each step could have multiple answers so depending on the answer, steps could be bypassed).

Step 1: Is it a signal or a streetlight? If it is a signal, go to step 2. If it is a streetlight go to step 6. If it is a signal timing question, go to step 8.

Step 2: What is the intersection? Use GIS search and signal layer.

Step 3: Is it on “flash”. Is it out. ?

Step 4: What is the direction of travel? Northbound towards Williamsburg; Southbound towards downtown; Westbound towards James River; Eastbound towards Hampton/York County

Step 5: Get description of problem and how long

Step 6: Location of streetlight (address). Use GIS search and streetlight layer.

Step 7: Go to Dominion site and login to incident report database.

Step 8: Signal Timings

Back-End System: Internet site, GIS, Cityworks, Dominion Reporting Site

Service Request (3): Permit Holder calls to schedule an inspection.

Department: Codes Compliance

Keywords: permit, schedule

Process Detail (Each step could have multiple answers so depending on the answer, steps could be bypassed).

Step 1: What is your permit number? If known, proceed to Step 4.
If unknown, continue to Step 2.

Step 2: What is the inspection address? If known, proceed to Step 4.
If unknown, continue to Step 3.

Step 3: A permit number or address is necessary in order to continue.

Step 4: What type of inspection is desired?

Step 5: On what date is the inspection desired?

Step 6: Are there any special instructions or comments?

Step 7: Specifics are entered and the system creates a record in the back-end system

Back-End System: Munis

Service Request (4): Resident Calls for a Trash Miss

Department: Public Works

Keywords: Trash, Cart, Miss

Process Detail (Each step could have multiple answers so depending on the answer, steps could be bypassed).

Step 1. Is today your scheduled collection day?

- a. If resident is unsure, verify on the collection schedule.
- b. If Yes, proceed to next step.
- c. If No, advise the resident that only same day calls can be guaranteed collection today, then proceed to Step 6.

Step 2. Was your cart out by 7 am?

- a. If Yes, proceed to next step.
- b. If No, advise that per Chapter 19 carts must be out by 7am the morning of collection. Resident can correct the problem and request a courtesy collection, then proceed to step 6.

Step 3. Are there are vehicles or other items blocking the cart?

- a. If No, proceed to next step.
- b. If Yes, advise resident per chapter 19 if any vehicles or other items are blocking the cart the driver may reject collection. Resident can correct the problem and request a courtesy collection, then proceed to step 6.

Step 4. May I have your address?

- a. Resident address is searched in City works to see if any rejection calls have been entered by the driver.

Step 5. If there are rejections in Cityworks, advise the resident the reason for the rejection. Resident can correct the problem and request a courtesy collection.

Step 6. Gather the residents name, phone number and address and create a service request for an automated miss or courtesy collection, whichever is applicable.

- a. Same Day Miss: Advise the resident you will call the miss to the Collections supervisor to be serviced before the end of the day, and to leave their cart at the curb. Dispatch call to Solid Waste Supervisor.

- b. Not Same Day Miss: Advise the resident that the Miss has been entered in our Service Request system and will be serviced by the end of the week, leave their cart at the curb.

Back-End System: Cityworks

FORMS
(INSURANCE AND BONDS)

INSURANCE REQUIREMENTS

Insurance: The bidder/offeror shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, its officials, employees, and volunteers 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 shall include products and completed operations coverage.

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the City. Evidence of coverage needs to be provided prior to commencement of work by bidders/offerors. Coverage is compulsory for employers of 3 or more employees, to include the employer.

Prior to commencement of services, the bidder/offeror shall furnish the City with the following separate endorsements, and a certificate of insurance showing all required insurance coverage with companies authorized or licensed to do business in Virginia. A separate endorsement to the general liability policy shall be provided in which the City is designated as an "Additional Insured." In addition, a separate endorsement to the workers' compensation policy shall be provided in which the City is designated as an "Alternate Employer."

Sample forms CG 20 10 (designating the City as Additional Insured for liability claims) and WC 00 03 01(2005 ed.) (designating the City as an Alternate Employer for workers' 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.

Professional services (work performed by an independent contractor, within the scope of the practice of accounting, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy, or professional engineering) shall require a certificate of insurance showing professional liability/errors and omissions coverage insurance with companies authorized or licensed to do business in Virginia, prior to the commencement of services. Certain other service providers shall meet the same requirements (including but not limited to asbestos design/inspection/or abatement contractors, and other health care practitioners).

The bidder/offeror 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/offeror, and hold the original contractor liable for excess costs. All insurers providing the above coverage shall give the City thirty (30) days advance written notice in the event of any non-renewal or cancellation of such insurance (10 days notice for non-payment of premium). As confirmation thereof, the City must be furnished either a policy endorsement specifically providing for such notice (copies of three sample endorsements attached), or a copy of the policy language that gives the City such assurance, or a statement on the insurance agent's, broker's, or insurer's letterhead that the City shall be given such notice.

<u>TYPE INSURANCE COVERAGE</u>	<u>LIMITS</u>
1. Workers' Compensation Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	Statutory \$100,000.00 each accident \$100,000.00 each employee \$500,000.00 policy limit
2. Commercial General Liability	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
3. Automobile Liability (Owned, hired, leased, and borrowed Vehicles)	\$100,000.00 each occurrence
4. Professional Liability/E&O (if applicable)	\$2,000,000.00 each claim/occurrence \$2,000,000.00 aggregate
5. Environmental/Pollution Legal Insurance (if applicable)	\$2,000,000.00 each occurrence \$2,000,000.00 aggregate

This insurance coverage supersedes any conflicting insurance coverage and limits in the Department of Engineering 1983 Standard Specifications

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
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.

Rev: 03/22/05

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: _____

NOTICE ENDORSEMENT

Policy Number:

IL 60 05 VA 01 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MATERIAL COVERAGE CHANGE OR CANCELLATION NOTIFICATION – CERTIFIED MAIL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

COMMERCIAL INLAND MARINE COVERAGE PART

COMMERCIAL PROPERTY COVERAGE PART

CRIME AND FIDELITY COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

OWNERS AND CONTRACTOR PROTECTIVE LIABILITY PART

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Name of additional Insured Person(s) Or Organization(s) and mailing address:	Location And Description Of Project
City of Newport News c/o Purchasing Department 2400 Washington Avenue Newport News, VA 23607	

We will not cancel or reduce coverage under this policy without providing at least 30 days notice of our intent to do so. Notice of such cancellation or reduction of coverage will be provided by certified mail, return receipt requested, to the Additional insured in the schedule above.

NOTICE ENDORSEMENT

Policy Number:

WC 99 00 10 01 10A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MATERIAL COVERAGE CHANGE OR CANCELLATION NOTIFICATION – CERTIFIED MAIL

This endorsement modifies insurance provided under the following:
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

SCHEDULE

Name of additional Insured Person(s) Or Organization(s) and mailing address:	Location And Description Of Project
City of Newport News c/o Purchasing Department 2400 Washington Avenue Newport News, VA 23607	

We will not cancel or reduce coverage under this policy without providing at least 30 days notice of our intent to do so. Notice of such cancellation or reduction of coverage will be provided by certified mail, return receipt requested, to the Additional insured in the schedule above.

NOTICE ENDORSEMENT

Policy Number:

COMMERCIAL AUTO
CA 02 03 12 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CANCELLATION AND NONRENEWAL NOTICE TO DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

1. Name: City of Newport News c/o Purchasing Department
2. Address: 2400 Washington Avenue Newport News, VA 23607
3. Number of days advance notice: 30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



City of Newport News

2400 Washington Avenue • Newport News, Virginia 23607

Office of the City Attorney

Phone (757) 926-8416 • Fax (757) 926-8549

City Attorney
STUART E. KATZ

Chief Deputy City Attorney
COLLINS L. OWENS, JR

Senior Assistant City Attorney
NICOLE M. MONTALTO

Deputy City Attorneys
DARLENE P. BRADBERRY
RICHARD D. CAPLAN
JOSEPH M. DuRANT
LYNN A. SUGG

Assistant City Attorneys
PAMELA P. BATES
SHANNON M. MANNING
ROBERT E. PEALO

March 14, 2011

To Whom It May Concern:

Re: Notice of cancellation requirements for insurance coverage

Dear Sir or Madam:

In the wake of recent revisions to the Acord form, I have been receiving documentation from insurers that indicates that, since a statement regarding notice of cancellation is no longer included on the form, that the company cannot give any such assurance in the future. Many of the companies have indicated that they intend to strictly rely on the disclaimers in the form.

Please note that where the City requires that it be added as an additional insured, specific endorsements are required. A simple notation of these endorsements on the Acord form will not be accepted. Also, any additional insured endorsement will be rejected if it includes an exclusion of completed operations coverage.

Further the City will not accept proof of insurance that fails to provide for thirty (30) days notice of policy cancellation [ten (10) days for non-payment]. This assurance may be provided by one of the following three methods:

1. A note on company letterhead that the City will receive such notice. This may be on the letterhead of either the agent, the broker, or the insurance company, and not include a blanket disclaimer of liability upon failure to give such notice.
2. A separate endorsement specifying the notice as required, or
3. A copy of a policy provision regarding such notice.

In addition, this same assurance must be given when the City requires an Alternate Employer endorsement. No edition of an alternate employer endorsement that includes a provision that the statutory employer will receive no notice of cancellation will be accepted. A form including this provision appears to be contrary to Virginia Code § 65.2-804(B), which requires thirty (30) days notice of cancellation [ten (10) days for non-payment]. Virginia Code § 65.2-800 requires that an employer be insured, and paragraph C of that section equates an employer and a statutory employer for the purposes of that duty.

In summary, the City will accept no proof of insurance that does not include in one of the forms indicated above an assurance that the City will receive thirty (30) days notice of cancellation [ten (10) days for non-payment]. Failure to provide the information could result in rejection of your insured's bid or offer to provide services to the City, or a rejection of the insured's request for City permits that require the City to be named as an additional insured.

Very Truly Yours,

/s/ Joseph M. DuRant

Joseph M. DuRant
Deputy City Attorney

Ed. December 9, 2010

2

Bond # _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned _____
_____, as Principal,
and _____, as
Surety, acknowledge ourselves held and firmly bound unto the City of Newport News, Virginia
as Obligee, in the amount of _____
_____dollars, (_____) for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

WHEREAS, the said _____
did, on the _____ day of _____, 20____, enter into a contract with the
City of Newport News, Virginia for the Customer Relationship Management (CRM) Software
System (Request for Proposals #2012-1493-1524)
(project name)
which said contract is by reference made a part hereof, is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all
respects promptly and faithfully comply with and fulfill all the terms and conditions of said
contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any change, alteration or addition to the terms of the Contract
or extension of time made by the Owner.

Whenever principal shall be, and declared by Obligee to be in default under the Contract, the
Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and
conditions, and upon determination by Surety of the lowest responsible bidder, or,

if the Obligee elects, upon determination by the Obligee and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Obligee to principal under the Contract and any amendments thereto, less the amount properly paid by Obligee to principal.

It is hereby expressly further understood and agreed that this Bond is also given and made against defective material and workmanship in the said work covered by the said Contract, provided, however, that no suit, action or proceeding, by reason of any defect whatever, shall be brought upon this Bond after one (1) year following (i) completion of the contract, including the expiration of all warranties and guarantees, or (ii) discovery of the defect or breach of warranty, if the action be for such.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of Obligee.

SIGNED AND SEALED this _____ day of _____, 20_____.

CONTRACTOR

BY _____
Signature of Authorized
Owner, Partner or Officer

SURETY

BY _____
Attorney In Fact

Attach Original Power of Attorney

City Attorney Use Only

APPROVED AS TO FORM

City Attorney

Date