



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

Phone: (757) 926-8721/ Fax: (757) 926-8038
<http://www.nngov.com/purchasing>

TITLE: Agenda Management Solution (Automated)

PROPOSAL DUE: December 10 @ COB.

YOUR INPUT IS NEEDED!

Please help us understand how to best reach bidders/offerors by filling out the following survey:

How did you find out about this solicitation?

- | | |
|---|---|
| ☐ <u>Daily Press</u> Newspaper ad | ☐ City's Website |
| ☐ <u>The Voice</u> Newspaper ad | ☐ Demandstar.com |
| ☐ Bulletin Board in City Hall | ☐ eVA notification |
| ☐ Cable TV | ☐ Direct Solicitation by Buyer |
| ☐ Va. Dept of Minority Enterprises | ☐ Word of Mouth |
| ☐ Virginia Minority Supplier Development Council (VMSDC) | |

☐ Other: _____

How can we improve the notification process? _____

Optional Information:

Name: _____ Title: _____

Company: _____ Phone: _____

Please return this form, even if you do not turn in a response to this solicitation.
THANK YOU FOR YOUR ASSISTANCE



REQUEST FOR PROPOSALS

Agenda Management Solution (Automated)

08-79622-1524

November 18, 2007

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: To provide and install a turnkey solution (including hardware, software, and on-site training) that will automate the agenda management process for City Management.

Proposal Due: December 10, 2007 @ Close of Business (COB)

Contract Officer:

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

AN ORIGINAL AND EIGHT COPIES OF YOUR SUBMITTAL ARE REQUESTED

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

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This Form Must Be Signed. Signature must be original, not photocopied)

Conditions and Instructions

1. All proposals shall be submitted in accordance with this form. If more space is required the Offeror may attach additional documents hereto that will be made a part of the proposal. All proposals shall be submitted sealed, plainly marked showing the proposal number, date and time.

The entire solicitation document is to be returned when submitting a proposal, unless otherwise directed by the solicitation document. Failure to return all pages may result in a determination that the submittal is non-responsive.

2. It will be the responsibility of the offeror to see that their proposal is received by the Purchasing Department as specified.
3. If City Hall is closed for business at the time specified by which proposals are to be received in the Purchasing Department, for whatever reasons, the proposals will be accepted through the specified hour on the next business day of the City.
4. Receipt of your proposal by the City is not to be construed as an award or an order to ship.
5. Each proposal is received with the understanding that the acceptance in writing by the City of the offeror to furnish any or all of the products/services described therein or as otherwise negotiated, shall constitute a contract between the offeror and the City, which shall bind the offeror on his part to furnish and deliver the articles offered at the prices agreed upon and in accordance with the conditions of said accepted proposal; and the City on its part to order from such contractor, except for causes beyond reasonable control; and pay for, at the agreed prices, all products/services specified and delivered.
6. Offerors have the right to request withdrawal of their proposals from consideration.
7. If issued, addenda to this solicitation will be posted on the Purchasing Department's website (<http://www.nngov.com/purchasing>). It is the offeror's responsibility to check the website or contact the Purchasing Department prior to the submittal deadline to ensure that the offeror has a complete, up-to-date package.
8. The solicitation document maintained by the Purchasing Department, in the proposal file folder, shall be considered the official copy. In the case of any inconsistency between 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 proposal.
9. Award will be made according to procedures outlined in the RFP, using the criteria published therein.
10. 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: <http://www.nngov.com/purchasing> or www.demandstar.com

11. If authorized by the Offeror(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms.

Any jurisdiction using such contracts shall place its own order(s) directly with the successful Contractor(s). The City of Newport News acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions.

It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s).

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

12. Prices, if requested, shall be clearly and fully stated as requested. Unless otherwise negotiated, no additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges.
13. The time of proposed delivery must be stated in definite terms. If time of delivery for different products/services varies, the offeror shall so state.
14. Samples, when requested, must be furnished free of expense. Upon request, if not destroyed, will be returned at the offeror's risk and expense.
15. 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 offerors to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired. The products/services on which proposals are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting proposals on products/services other than as specified, offeror shall furnish complete data and identification with respect to the alternate products/services they propose to furnish.

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

Any equipment delivered must be standard new and unused equipment, latest model, except as otherwise specifically stated in the proposal. 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.

16. 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.
17. All proposals must be signed by an authorized, responsible officer or employee having the capacity to enter contracts.

18. By signing this proposal, the offeror assigns to the City 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 proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
19. The offeror certifies by signing this Request for 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.
20. The contractor guarantees to defend and save the City, its agents 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.
21. The contractor shall keep himself 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 and he shall protect and indemnify the City, and its representatives against any claim or liability arising from or based on any violation of the same, whether by the contractor, his subcontractors, suppliers of materials or services, or others engaged by the contractor or the employees of any of them.
22. Payment Terms:
 - a) Payment terms shall be **"2%-20, Net 30 days"** unless otherwise negotiated.
 - b) 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/services, whichever is latest.
 - c) 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.
 - d) Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)
23. 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.
24. In event of default by the contractor, the City reserves the right to procure the products/services from other sources, and hold the contractor liable for any excess cost occasioned thereby.
25. Appeals Procedure: Upon your request administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusal to allow withdrawal of proposals, 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.

26. 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. Offeror is requested to include a statement indicating the planned use of such businesses in fulfilling this contract.

27. The City has a directory of Newport News Minority and Women-owned businesses. The directory is distributed, at request, at no additional cost.

28. This public body does not discriminate against faith-based organizations.

29. Non-Discrimination: During the performance of this contract, the contractor 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 contractor.

30. 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 contractor.

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.

31. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
32. 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.
34. Severability: If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be valid and enforced to the full extent permitted by law.
35. **Direct contact with City departments other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the Director of Purchasing or their representative.**
36. Questions or comments related to this solicitation should be directed to the Contract Officer, whose name and contact information appears on the front of this document.

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 is interested in receiving proposals from qualified offerors to provide a turnkey solution to automate the City's agenda management process, thereby reducing the amount of paper involved and increasing the efficiency, effectiveness and economy of the process.

The City management creates an agenda package every two weeks to support the meetings of the City Council. This involves the collation of a large number of documents in different formats from a variety of internal and external sources, often totaling 600-800 pages.

SCOPE OF WORK

The proposed turnkey solution shall include all required hardware, software, complete onsite installation and training services to meet all expectations. It shall interface to the City's existing Laser fiche Document Management & Storage system and also be capable of integrating to our proposed video and audio streaming solution.

At a minimum, solution attributes and functionality shall include:

1. Automate the process of receiving, converting to electronic format, and collating all agenda submissions and supporting documents from City Departments, Consultants, Contractors and Agencies. Document formats include Word/Word Perfect, Spreadsheets, PDF's, GIS Maps and paper documents
2. A customized agenda layout.
3. Configuring internal departments' access to the agenda process.
4. Maintaining a pending list of proposed agenda items and their submission history.
5. Provide item search and retrieval facility in the database of proposed items.
6. Create and prioritize items for inclusion in Council Agenda and allow the forward planning of meetings.
7. Add attachments to Agenda Items.
8. Single click printing of full agenda packet.
9. Customize item approval workflows by item type.
10. Creation and customization of Public Agenda.
11. Publication of Agenda – in various formats (PDF's, html, Word).

SUBMITTALS

Submit *one* original (conspicuously marked "ORIGINAL"), and *eight complete* copies of your bound proposal. Proposals shall be bound using an appropriate binder or cover (per copy) such that it will not allow the proposal pages to be inadvertently torn, separated or disfigured. The following information shall be included in the proposal package to be considered **responsive** to the Request for Proposals:

1. The **Request for Proposal** document with any addenda acknowledgements filled out and signed as required. The person that signs the RFP shall have the authority to negotiate the full scope of services on behalf of the organization and shall be authorized to bind the contract to the terms and conditions of this RFP.

2. A summary of your **company profile** to include any service partners/joint ventures. Describe your experience in providing similar solutions.
3. Provide at least 3 client **references** currently using the proposed solution. (Use the reference form provided on page 12)
4. A **detailed description** of the proposed solution addressing each of the numbered **attribute and functionality requirements** (in the same order) as listed in the Scope of Work.
5. A complete explanation of how the solution:
 - Provides the required functionality
 - Has been successfully deployed by other City Governments
 - Improves the economy, efficiency and effectiveness of the process
 - Can be integrated and scaled with other support systems.
6. A **project plan/installation timeline** – include milestones and deliverables, as applicable; earliest start date; and total completion time. This timeline shall also include specifics pertaining to delivery for all software & hardware requirements, configuration, installation and training.
7. **Project Costs** - total cost for the purchase and installation of all inclusive hardware, software, licenses, etc...required to implement the proposed solution. What are your payment terms? (Please see Conditions and Instructions, paragraph 22.)

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8. Complete **software licensing information**.
 9. Complete **warranty** information.
 10. **Technical Support and Maintenance:** *All requirements pertaining to hardware, software, licenses, and other (as applicable) shall be fully disclosed.* Include the **cost**, a complete **description of** exactly what **service** (upgrades, additional configuration or reconfiguration, interface applications, etc...) is included, and how **support** will be handled (personal technician team members, toll free number and remote support, etc...). Address any available and/or recommended **extended** support service and maintenance **options**.

From the time the proposal is first advertised to the time a contract is signed, all offerors or contents of any proposal shall be kept confidential. All proposals submitted under this RFP shall become the property of the City of Newport News and will not be returned (see *Trade Secrets/Proprietary Information* page 13).

EVALUATION CRITERIA (Listed in Order of Importance)

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the 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. The suitability of the proposed solution. (*Does it meet or exceed the required functionality?*)

2. Company's demonstrated experience and capability of providing similar installations, including the timeliness of the project implementation schedule.
3. Company's established track record of supporting the solution. (Product support and commitment to service, including warranties, depth of resources available to provide upgrades and continuous maintenance support).
4. Total Cost and Cost containment. (The total cost of the product package, installation, and ongoing annual support and maintenance costs.)
5. Software's interface capability. (*Can the software be integrated to other support systems and scaled to increase its usefulness?*)

Demonstrations of the software application with 'real-time' operation and interviews may be required during the evaluation process. It is the intent of the evaluation team to thoroughly review all offers and determine the best interest of the City.

METHOD OF SELECTION

Proposals will be evaluated and interviews scheduled with selected firms in accordance with the "Contracting for other than professional services" method of selection outlined in the Code of Newport News, Virginia Section 2-570-2. Details can be accessed at:

<http://www.nngov.com/purchasing/resources/purchasingcode>

AWARD

Award will be made in accordance with Code of Newport News, Virginia Section 2-570, Award. Award shall be made to the responsible offeror whose proposal is determined in writing to be the more advantageous to the city, taking into consideration price and the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made. The award of a contract shall be the sole discretion of the City. The award shall be based on the evaluation of all information as the City may request. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the RFP. Further, the City reserves the right to enter into a contract deemed to be in its best interest.

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

CANCELLATION

The City may cancel this contract at any time without cause, in whole or in part, upon giving the Contractor a thirty (30) day written notice. Upon such cancellation, the Contractor shall immediately cease services. The contract may be cancelled without notice for vendor non-performance. Cancellation shall not release the OFFEROR from legal remedies available to the City.

QUESTIONS

Questions regarding this RFP should be directed to the Department of Purchasing, Marie-Therese (Mimi) M. Gartner by email: mgartner@nngov.com or facsimile (757) 926-8038, *not less than four (4) business days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

DIRECT CONTACT

Direct contact with any City employee, including the City Management or Information Technology 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 3 similar projects successfully completed within the past 5 years.

1- NAME AND ADDRESS OF CONTRACTING ENTITY AND A BRIEF OVERVIEW OF PROJECT

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

2- NAME AND ADDRESS OF CONTRACTING ENTITY AND A BRIEF OVERVIEW OF PROJECT

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

3- NAME AND ADDRESS OF CONTRACTING ENTITY AND A BRIEF OVERVIEW OF PROJECT

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.**
