



CITY OF WILLIAMSBURG, VIRGINIA
REQUEST FOR PROPOSAL
RFP #1-1201-10

Issue Date: March 22, 2010

Project Title: Group Health Insurance Program

Proposals will be received subject to the Conditions attached hereto until 2:00 p.m. Tuesday, April 20, 2010, from qualified Group Health Insurance providers to provide the City of Williamsburg a Group Health Insurance Program.

To obtain RFP or to submit proposals by
mail or in person contact:

Julie Phares, Purchasing Agent
401 Lafayette St.
Williamsburg, VA. 23185
JPhares@williamsburgva.gov
Phone (757) 220-6181
Fax (757) 259-8057

For all other information contact:

Jackie Herrmann, Human Resources Specialist
jherrman@williamsburgva.gov
Fax (757) 259-3795

In compliance with this Request for Proposal, and to all the conditions imposed herein, the undersigned offers and agrees to complete all requirements and conditions in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

Name and Address of Firm:

Date: _____

BY: _____

Signature in Ink

Title _____

Telephone (_____) _____

Email _____

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CITY OF WILLIAMSBURG
REQUEST FOR PROPOSAL (RFP)
FOR
GROUP HEALTH INSURANCE PROGRAM
RFP 01-1201-10

I. PURPOSE

This Request for Proposal (RFP) by the City of Williamsburg, Virginia, invites written proposals from qualified sources to establish contract(s) through competitive negotiations to provide group health insurance benefits program(s). The healthcare program(s) are intended for employees of the City of Williamsburg, and their spouses and dependents.

The purpose of this RFP is to solicit proposals from qualified sources and to set forth the terms and conditions whereby the City of Williamsburg may contract with the successful Proposer (referred to as "Bidder" in the attached General Terms and Conditions), to provide the selected healthcare benefits program(s).

The City of Williamsburg has the following objectives in soliciting health care coverage:

1. To provide employees with a quality, affordable healthcare benefits program responsive to employees' needs;
2. To ensure healthcare costs are managed effectively;
3. To responsibly utilize taxpayer dollars.

The City of Williamsburg, through this Request for Proposal, is soliciting proposals for their health and vision coverage. The City currently provides this coverage through Anthem Blue Cross and Blue Shield's Keycare 15 (PPO) program with \$10/30/50 Rx and HMO 10 program with \$10/30/50 Rx. This program is self-funded with an \$80,000 specific and 125% aggregate stop loss.

The City of Williamsburg seeks proposals based on the same or equivalent coverage as the current benefit plan, and with access to the current providers, to the extent practicable. The City of Williamsburg is interested in options that would provide the greatest value. Elements of increased value include, but are not limited to such features as, enhanced benefit design, reduced insurance costs, improved provider accessibility, reduced costs of administration, administrative services, and effectiveness of administration.

Any contract resulting from this RFP for a City healthcare benefits program would start on July 1, 2010. Multi year contracts are intended.

II. BACKGROUND INFORMATION

The City of Williamsburg is located midway between Richmond, Va. and Norfolk, Va. with a population of approximately 13,000.

There are currently 159 City employees on the current health care plan.

III. INSTRUCTIONS TO PROPOSERS

- A. This procurement shall be conducted in accordance with the competitive negotiation procedures of the City of Williamsburg Procurement Policy. Refer to Attachment A – General Terms and Condition and Instructions to Bidders.
- B. Seven copies of your Proposal, including one on diskette in a Word compatible document, shall be submitted to:

Julie Phares, Purchasing Agent
City of Williamsburg Finance Department
401 Lafayette Street
Williamsburg, VA 23185

- C. Questions related to this RFP should be directed to :

Julie Phares
Purchasing Agent
JPhares@williamsburgva.gov
Phone: (757) 220-6181
Fax: (757) 220-8057

Questions may be faxed or emailed to the City of Williamsburg. All responses to inquiries will be in writing and will be provided to all prospective Proposers who have received an RFP from the City of Williamsburg. Questions must be received at the City of Williamsburg by noon on April 12, 2010 in order to ensure that the answers can be sent and received by the prospective Proposers for their consideration prior to the date proposals are due.

IV. PROPOSAL REQUIREMENTS

- A. The proposal shall provide information necessary for the City of Williamsburg to evaluate the proposed healthcare program(s). The proposal shall also demonstrate the experience and capabilities of the Proposer in providing its proposed healthcare benefits program and show experience working with employees of local governments as well as other employee groups.
- B. The proposal shall contain a concise summary of the subject items described in the proposal evaluation criteria contained in RFP Section VI.
- C. The proposal shall provide answers to all questions and all requested information and data as contained in the Specifications.
- D. Proposers shall provide the following information and documentation with their proposal documents:
 - 1. Name of company (or other business entity) submitting proposal;
 - 2. Type of business entity (e.g., corporation or partnership-submit certificates of good standing; articles, by-laws, etc);
 - 3. Place(s) of incorporation or organization;
 - 4. Name, location and telephone number of the Proposer representative to contact regarding all matters;
 - 5. Name(s), address(es), and function(s) to be performed by any and all Subcontractors, vendors, partners, or

consultants to be involved in performance of the Contract work;

6. Federal Tax Identification Number;
7. The Proposer must provide a list of references of other organizations which are utilizing its group healthcare insurance programs. The references must include telephone numbers and names of contact persons.

V. CONTRACTOR SCOPE OF SERVICES

The Contractor shall provide the group healthcare insurance services as agreed to and described in the contract documents resulting from this RFP.

VI. PROPOSAL EVALUATION

Proposals for furnishing the services described herein will be accepted by the City at 401 Lafayette Street, Williamsburg, VA 23185 until 2:00 p.m. April 20, 2010. Any proposals received after the time and date specified will not be considered. During the period of April 22, 2010 to April 23, 2010 an evaluation panel assigned by the City Manager will review proposals based on the qualifications and applicable experience of the Proposer and individuals making up the Proposer's project team. The staff committee will report its findings to the City Manager. The highest scoring Proposers will be invited to make presentations during the week of April 26 – April 30, 2010 after which a consensus recommendation will be made to the City Manager. Final contract approval is anticipated by the City Council on May 13, 2010 with services expected to begin July 1, 2010.

CRITERIA FOR PROPOSAL EVALUATION

Per Paragraphs 43 through 46 of the General Terms and Conditions and Instruction to Bidders attached hereto as Attachment B, only responsive bids from responsible Bidders shall be considered. In addition to consideration of the criteria set out in paragraphs 43 through 45 of such Attachment, the following factors shall be considered:

- A. Ability to match or enhance the current City health plan.
(Weighted at 30%)
- B. Strong medical provider and client service network in the City of Williamsburg and within a 50 mile radius of zip code 23185.
(Weighted at 25%)
- C. Financially competitive pricing. (Weighted at 30%)
- D. Provide references regarding quality of customer service.
(Weighted at 15%)

The evaluation criteria will be utilized by the City of Williamsburg to rate each proposal. Two or more of the highest rated qualifying Proposers may be selected to be interviewed and make presentations and answer questions.

VII. SPECIFICATIONS

- 1. We are seeking to continue the current health plan benefit design. However, we will consider other benefit designs and funding changes.
- 2. **For each program proposed provide a summary financial page and summary benefit design. If you provide a self-funded proposal also include the rates on a non risk basis (fully insured). If submitting under self insured plan use format of Attachment A.**
- 3. We would like to see options to cap, guarantee, or in some other way fix our costs for each plan year.
- 4. Please indicate the number and types of medical facilities in your network within a 50 mile radius of zip code 23185.
- 5. Indicate the number of physicians in your network within a 50 mile radius of zip code 23185 and identify available specialties.

6. For each network arrangement proposed indicate the aggregate average percentage discount received for combined inpatient and outpatient charges at facilities in your network within a 50 mile radius of zip code 23185 over the last year.
7. For each network arrangement proposed indicate the aggregate average percentage discount received for physician charges in your network within a 50 mile radius of zip code 23185 over the last year.
8. Provide references with contacts and phone numbers of similar size accounts that you currently insure or administer.
9. Identify and describe all cost containment programs included in your plan.
10. Indicate the assistance you will provide in the employee communication process (including promotional material, informational meetings, wellness program, etc). State the additional costs charged for these services if they are not included in general plan pricing.
11. Provide other information that deems pertinent regarding the competitive advantage of your proposed offering.

Attachment A
(Suggested format only)

City of Williamsburg
125% Aggregate Stop Loss Funding
Renewal Underwriting Analysis

	Total
I. ENROLLMENT (Dates)	#
II. INCOME AT EXPECTED LIABILITY RATES	\$
III. PROJECTED CLAIMS RELATED CHARGES	
1. Total claims cost for the period: Date	\$
2. Total facility network savings	\$
3. Total professional network savings	\$
4. Subtotal Net Paid Claims	\$
5. Claims in excess of the \$80,000 specific stop loss	\$
6. Capitation	\$
7. Claims expense	\$
8. Enrollment adjustment	\$
9. Trend for utilization and inflation	\$
10. Impact of blending	\$
11. Projected claims expense	\$
12. Network access fees	\$
13. Projected claims expense and related charges	\$
IV. PROJECTED REINSURANCE	
1. \$80,000 specific stop loss charge	\$
2. 125% aggregate stop loss charge	\$
3. Total projected reinsurance	\$
V. PROJECTED RETENTION	
1. Administration fees	\$
Prescription drug administration credit	\$
2. State premium tax	\$
3. Health promotion services	\$
4. Total retention	\$
VI. TOTAL PROJECTED EXPECTED LIABILITY	\$
VII. PERCENTAGE ADJUSTMENT (VI/II)	%
VIII. INCURRED BUT NOT REPORTED CLAIMS (IBNR)	

ATTACHMENT B - GENERAL TERMS AND CONDITIONS AND INSTRUCTIONS TO BIDDERS

DEFINITIONS

Bid: The term “bid” as used herein includes written substantive response to a Request for Quotes, Invitation to Bid or Request for Proposals.

Bidder: one who submits a bid (defined above) pursuant a written Request for Quotes, Invitation to Bid or Request for Proposals issued by the City’s Purchasing Agent.

Competitive Bidding: The offer of firm bids submitted in response to an Invitation for Bids, Request for Quotes or Request for Proposals.

Competitive Negotiation: A method for purchasing goods and services, usually of a complex and technical nature whereby qualified individuals or firms are solicited by means of a Request for Proposals (RFP). Negotiations are conducted with selected bidders.

Invitation for Bids (IFB): A document, containing or incorporating by reference the specifications or scope of work and all contractual terms and conditions, that is used to solicit written bids for a specific requirement for goods or nonprofessional services. This type of solicitation is also referred to as an Invitation to Bid (“IFB”).

Late Bid: A bid which is received at the place designated in the Invitation for Bids or Request for Proposals after the deadline established by the solicitation.

Potential Bidder: A person who, at the time the City awards or proposes to award a contract, is engaged in the sale or lease of goods, or the sale of services, insurance or construction of the type to be procured under such contract, and who at such time is eligible and qualified in all respects to perform that contract, and who would have been eligible and qualified to submit a bid had the contract been procured through competitive sealed bidding or competitive negotiation (*Code of Virginia*, § 2.2-4301).

Request for Proposals (RFP): All documents, whether attached or incorporated by reference, utilized for soliciting proposals; the RFP procedure requires negotiation with bidders (to include prices) as distinguished from competitive bidding in response to an Invitation for Bids.

Responsible Bidder: A bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been prequalified, if required (*Code of Virginia*, § 2.2-4301).

Responsive Bidder: A bidder who has submitted a bid which conforms in all material respects to the Invitation for Bids (*Code of Virginia*, § 2.2-4301).

Specification: A description of the technical requirements for a material, product, or service that includes the criteria for determining whether these requirements are met. A specification may describe the performance parameters which a supplier has to meet, or

it may provide a complete design disclosure of the work or job to be done. Specifications for service contracts normally take the form of a statement of work.

Vendor: One who sells goods or services.

PURCHASING MANUAL: This solicitation is subject to the provisions of the City of Williamsburg Purchasing Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the City of Williamsburg Purchasing Office and is accessible on the Internet at www.williamsburgva.gov .”

Bidders. These CONDITIONS AND INSTRUCTIONS TO BIDDERS shall be binding on all Bidders and are incorporated by reference in all contracts resulting from any written Request for Quotes, Invitation to Bid or Request for Proposals issued, collectively the (“Request”), to which they are attached. The Purchasing Agent is responsible for the purchasing activity of City of Williamsburg, a municipal corporation of the Commonwealth of Virginia. Bidders and their authorized representatives must inform themselves fully as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the Bidder’s risk and except as otherwise provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation including the City of Williamsburg Purchasing Manual, bids in response to solicitations issued by the Purchasing Agent shall bind Bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

Cooperative Purchasing--The City of Williamsburg issues this solicitation in accordance with Section 2.2-4304 of the Virginia Public Procurement Act and Chapter 1, Section 5 of the City of Williamsburg Purchasing Manual, and on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other public bodies, governmental jurisdictions and school divisions.

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

The contractor shall be responsible to notify the public bodies, jurisdictions and political subdivisions of the availability of the contract.

Each participating public body, jurisdiction and political subdivision has the option of executing a separate contract with the contractor. Such contracts may contain general terms and conditions unique to those jurisdictions and political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are

unacceptable to the contractor, the contractor may withdraw its extension of the award to that jurisdiction.

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

SVGPC members reserve the right to make awards to the lowest responsive and responsible Bidder during the contract term. SVGPC members not explicitly named in the IFB are not obligated to participate, nor is the successful Bidder obligated to contract with other SVGPC members. The following is a list of current SVGPC members:

City of Chesapeake	Newport News Public Schools
City of Hampton	Williamsburg/James City County Public Schools
City of Newport News	York County Public Schools
City of Norfolk	Christopher Newport University
City of Portsmouth	College of William & Mary
City of Virginia Beach	Norfolk State University
City of Williamsburg	Tidewater Community College
County of Gloucester	Jamestown/Yorktown Foundation
County of James City	Southeastern Public Service Authority
County of King William	County of York
Thomas Nelson Community College	Portsmouth Redevelopment & Housing
Newport News Redevelopment & Housing Authority	CAS Norfolk Regional Office
	DDS Tidewater Regional Office

- 1. AUTHORITY AND COOPERATIVE PURCHASING:** The City Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the City of Williamsburg. The City Purchasing Agent may be assisted by assigned buyers in the discharge of these responsibilities. Unless specifically delegated by the City Purchasing Agent, or by the City Manager no other City officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the City of Williamsburg for any indebtedness for the purchase of supplies or services. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the City shall not be bound thereby.
- 2. COMPETITION INTENDED:** The City intends that Bid solicitations afford reasonable opportunities for competition. Bidders shall be responsible to advise the Purchasing Agent in writing if in the Bidder's opinion any language, requirement, specification, etc., of a solicitation stifles competition or inadvertently restricts or limits the requirements stated in the solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for submission of the bids.

BIDDING REQUIREMENT AND CONDITIONS

3. PRECEDENCE OF TERMS; CLARIFICATION OF TERMS: In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply. Any prospective Bidder that has questions about the specifications or other solicitation documents should contact the Purchasing Agent whose name appears on the face of the solicitation. Such contact must be made no later than five working days before the date set for bid opening or receipt of proposals. Questions must be submitted in writing. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.

4. BID ACCEPTANCE PERIOD: Any bid in response to a solicitation shall be valid for sixty (60) calendar days after the closing date stated in the IFB. At the end of the sixty (60) days the bid may be withdrawn at the Bidder's written request. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

5. IDENTIFICATION OF BID/PROPOSAL ENVELOPE: The signed bid shall be returned in a separate envelope or package, sealed and identified as follows:

From: _____
Name of Bidder

Street or box number:

City, State & Zip Code

RFP No 01-1201-10

Group Health Insurance Program _____
Project Name

City Purchasing Agent: Julie Phares

The envelope shall be addressed as directed on Page 1 of the solicitation.

Bids may be hand delivered to the location designated in the solicitation. No other correspondence or other bid or proposal should be placed in the envelope. Sealed Bids received after the closing date and time will not be accepted. Electronic Bids will not be accepted.

6. DELIVERY: The Bidder should state its earliest firm delivery or performance date on the IFB/RFP Cover Page. Unless otherwise specified, calendar days shall be presumed. Unless otherwise specified, the Bidder should state the earliest reasonable

delivery date, as this may be a factor considered in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock immediately," and "as soon as possible." As time will be of the essence for any orders placed as a result of the bid, the City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made at the time(s) specified on bid form.

7. WARRANTY INFORMATION: By submitting its bid, the Bidder shall be deemed to agree that the goods or services furnished under any award resulting from the solicitation shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the City by any other clause of the solicitation. Copies of all proposed warranties shall be furnished with the bid.

8. LATE BIDS/PROPOSALS & MODIFICATION OF BIDS: Any bid or modification received at the place designated in the solicitation after the exact time specified therein for receipt thereof shall be considered a Late Submission.

The City is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the Bidder's sole responsibility to ensure that the Bidder's Submission reaches the place designated in the solicitation by the prescribed date and time.

a. The official time used for the receipt of responses is determined by reference to the clock designated by the Purchasing Agent. The Purchasing Agent shall determine when the Bid Receipt Deadline has arrived and shall announce that the Deadline has arrived and that no further bids or bid modifications will be accepted. All bids and bid modifications in the possession of the Purchasing Agent and such Agent's assistants at the time the announcement is completed are deemed to be timely, whether or not the bid envelope has been physically date/time stamped or otherwise marked by the time the Purchasing Agent makes the deadline announcement.

b. Late Submissions will be returned to the Bidder UNOPENED, if solicitation number, acceptance date and Bidder's return address is shown on the container.

c. If the City closes its offices due to inclement weather or emergency, scheduled bid openings or receipt of proposals will be extended to the next business day at the same place and time.

d. Bidders may modify their Submissions prior to the date and time specified for the bid opening. Facsimile modification of Submissions shall not be accepted unless specifically allowed by the terms of the solicitation.

9. ERRORS IN BIDS: When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the Bidder. Carelessness in quoting prices, or any other detail of a bid, will not relieve the Bidder of responsibility to provide the goods or services. Bidders are cautioned to recheck their bids for possible errors. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform in accordance with the bid if accepted.

10. IDENTIFICATION OF BID ENVELOPE: The signed bid and requested copies must

be returned to the Purchasing Agent in a separate envelope or package, sealed and addressed as specified in Page 1 of the solicitation. Such envelope or package must be identified on its face as provided in paragraph 6 hereinabove.

If a bid does not comply with the above requirements, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid to be disqualified.

11. BID PRICING: The following applies to bid prices:

a. The Bidder warrants by virtue of submitting its bid that prices, terms, and conditions quoted therein are firm for acceptance for a period of sixty (60) days from the date of opening of such bid unless otherwise stated by the City or the Bidder.

b. Prices shall be stated in units of quantity as specified in the bid form.

c. Life cycle cost analysis may be considered when determining the lowest responsive and responsible bid. Such analysis may consider, in addition to purchase price, any proposed upward or downward escalator clauses proposed for the initial contract term and any potential renewal terms; operating and related costs over the life of the item including maintenance, down time, energy costs, salvage value, etc.

d. Prices stated in a bid shall be for complete installation ready for the City's use and shall include all applicable freight and installation charges; extra charges will not be allowed.

e. When an annual contract is not requested in the solicitation and the bid is for products or services to be delivered on a one-time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.

12. CONDITIONAL BIDS: Conditional bids are subject to rejection in whole or in part if the price, quality, quantity, delivery, necessary assurances, performance of the contract and other factors deemed important to the solicitation will be affected.

13. OPENING OF BIDS: At the time fixed for the opening of bids, all properly submitted bids will be opened and in the case of competitive bids (as opposed to responses to Requests for Proposals), the names of the bidders and the amount thereof shall be read aloud and made readily available to the public. Bids will be opened at the time and place stated in the Invitation for Bids or as modified by subsequent Addenda, and their contents publicly announced. The Purchasing Agent shall decide when the specified time for bid opening has arrived. No responsibility will be attached to any officer or agent of the City for the premature opening of a bid not properly addressed and identified. Bid opening shall be no sooner than 24 hours after the time set for receipt of bids.

If a public opening of bids in response to a Request for Proposals is held, only the names of the Bidders will be read publicly.

14. RESPONSE TO SOLICITATIONS: If a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid. Because of the large number of firms listed on the City's Bidders List, it may be necessary to delete there from the names of potential

bidders who fail to respond after having been invited to bid on three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the potential bidder from the City's Bidder's List.

15. BIDDER INTERESTED IN MORE THAN ONE BID: If more than one bid is offered by any one Bidder, either directly or by or in the name of any officer, member, partner, employee, agent, affiliate or any other person or entity acting on behalf of or in concert with the Bidder, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders that submit a bid directly in response to the solicitation.

16. STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE) AND CITY BUSINESS LICENSE: Attention is directed to Chapter 11, title 54.1 of the Code of Virginia (State registration of contractors), which requires that a contractor must show evidence of proper licensure as required by such chapter as a condition of consideration of such contractor's bid.

All persons doing business in the City of Williamsburg are required to be licensed in accordance with the City's "Business, Professional, and Occupational Licensing ("BPOL Tax") as set forth in Chapter 18, Article X of the Williamsburg Code. Wholesale and retail merchants without a business location in the City are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Commissioner of the Revenue for the City of Williamsburg, telephone (757) 220-6151.

17. PROPRIETARY INFORMATION: Section 2.2-4342F of the Code of Virginia states: "Trade secrets or proprietary information submitted by a bidder, 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 bidder, offeror, or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary." Declaring an entire bid or proposal response as proprietary is unacceptable.

18. TAX EXEMPTION: The City is exempt from the payment of any federal excise or Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.

19. DEBARMENT STATUS: A Bidder that submits a bid in response to a solicitation shall be deemed to certify that the Bidder is not currently debarred by the City of Williamsburg, the Commonwealth of Virginia, the Federal Government, any local government or government agency, entity or authority from submitting bids or proposals on contracts for the type of goods and/or services covered by the solicitation, nor is the Bidder an agent of any person or entity that is currently so debarred.

20. ANTI-DISCRIMINATION: By submitting their (bids/proposals), Bidders certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the

contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the City. (*Code of Virginia*, § 2.2-4343.1E). The Contractor hereby reconfirms such certification.

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant 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 there is a bona fide occupational qualification reasonably necessary to the normal operation 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 nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

21. ETHICS IN PUBLIC CONTRACTING: The provisions contained in Sections 2.2-4367 through 2.2-4377, Code of Virginia, as amended, are applicable to all contracts solicited or entered into by the City of Williamsburg. A Bidder by submitting a bid is deemed to certify that the bid is made without collusion or fraud and that the Bidder has not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with the bid; that the Bidder has not conferred with any public employee having official responsibility for the procurement transaction, nor has the Bidder demanded or received from any supplier or subcontractor, as an inducement for the award of a subcontractor or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

The Bidder is further deemed to certify that to the best of its knowledge, no employee of the City, nor any member thereof, nor any public agency or official impacted by the solicitation or resulting contract has any pecuniary interest in the Bidder's business and that no person associated with the Bidder has any interest that would conflict in any manner with the performance of the contract resulting from the solicitation.

22. PERFORMANCE AND PAYMENT BONDS: When provided for in the solicitation, the successful Bidder shall furnish to the City a performance bond and labor and material payment bond with surety satisfactory to the City Attorney in the amount of the contract price. Such bond(s) shall be furnished at a time of or prior to execution of the contract.

23. NO CONTACT POLICY: No Bidder shall initiate or otherwise have contact related to the solicitation with any City employee, other than the Purchasing Officer, after the date and time established for receipt of bids. Any contact initiated by a Bidder with any City representative, other than the Purchasing Agent, concerning the solicitation is prohibited and may cause the disqualification of the Bidder from the procurement process.

24. LICENSES, PERMITS, AND FEES: All bids submitted shall have included a list of any business and professional licenses, permits, or fees required by City of Williamsburg or the Commonwealth of Virginia.

25. INSURANCE: By signing and submitting its bid/proposal, the Bidder certifies that if awarded the contract, at the time that the contract is awarded, it will have in force and maintain in force throughout the term of the contract the following insurance coverages unless otherwise specified in the solicitation.

1. Workers' Compensation - Statutory requirements and benefits.

2. Employer's Liability - \$100,000.

3. Commercial General Liability –
\$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The City of Williamsburg must be named as an additional insured when requiring a contractor to obtain Commercial General Liability coverage. When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, these coverages are to include Products, Completed Operations Coverage and Garagekeeper's Liability.or

4. Motor Vehicle Liability - \$500,000 - Combined single limit. (If motor vehicle is to be used in performance of the contract.).

5. In addition, various Professional Liability/Errors and Omissions coverages are required in soliciting those services as follows:

Accounting \$1,000,000 per occurrence,
\$3,000,000 aggregate

Architecture \$2,000,000 per occurrence,
\$6,000,000 aggregate

Asbestos Design, Inspection/Abatement
\$1,000,000 per occurrence,
\$3,000,000 aggregate

Health Care Practitioner (to include: Dentists, licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Doctors, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)
\$1,650,000 per occurrence, \$3,000,000 aggregate

Insurance/Risk Management \$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture \$500,000 per occurrence, \$1,000,000 aggregate
Legal \$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer \$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying \$100,000 per occurrence, \$300,000 aggregate

The above coverages are required of all contractors performing work or services in or on City of Williamsburg facilities. The limits are minimums and may be increased. The requirement for Professional Liability/Errors and Omissions coverage and limits applies only to the professions/services shown above. All other providers of services are specifically exempted from the requirement for providing Professional Liability/Errors and Omissions coverage under these General Terms and Conditions.

26. INVOICES AND CORRESPONDENCE: If not otherwise provided in the Contract awarded pursuant to the solicitation, and subject to the City's satisfaction with the product or service, the successful Bidder's invoices shall be paid within thirty (30) days of the City's receipt of invoice mailed to the payment address shown on the purchase order/contract. All invoices and other correspondence relating to this project shall show purchase order number.

27. ETHICS IN PUBLIC CONTRACTING: By submitting their bids/proposals, Bidders certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

SPECIFICATIONS

28. BRAND NAME OR EQUAL ITEMS: Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer will not restrict Bidders to the specific brand, make or manufacturer. The naming of a manufacturer without more, is intended to convey the general style, type, character and quality of the product desired, and any product which the City in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, may be accepted by the City in its sole discretion. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the offered product meets the requirements of the solicitation. Such data is required even if the Bidder proposes to use the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data to enable the City to determine if the product offered meets the requirements of the solicitation may result the bid being declared non-responsive. Unless the Bidder clearly indicates in its bid that the offered product is an "equal" product, such bid will be considered to offer the brand name product referenced in the solicitation.

29. FORMAL SPECIFICATIONS: When a solicitation contains a specification that states no substitutes, no deviation there from will be permitted and the Bidder will be required

to furnish products in conformity with that specification.

30. TRANSPORTATION AND PACKAGING: By submitting their bids/proposals, all Bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified in the bid/proposal, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

31. OMISSIONS & DISCREPANCIES: Any items or parts of any equipment listed in the solicitation that are not fully described or are omitted from the solicitation's specifications, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any products, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of those laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.

32. EXCEPTIONS TO SPECIFICATIONS: A full explanation of the rationale for any exception to specifications must be itemized and included in the bid.

33. SILENCE OF SPECIFICATIONS: The City cannot be familiar with all various technical details of all Bidders' products. Therefore, any and all materials/equipment required to provide a functional product that meets the City's needs although not specifically mentioned in a solicitation shall, nevertheless, be provided by the successful Bidder without claim for additional payment; it being understood that the IFB/RFP contemplates and requires delivery of a safe, fully and properly functional product that meets with the solicitation and accompanying specifications.

34. PRODUCT STANDARDS. Unless otherwise indicated in the solicitation, any product delivered shall be standard new equipment, latest model, the best quality. All work performed shall be the highest grade work. Any part of nominal appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

35. SAMPLES: Evidence in the form of samples may be requested if a brand being quoted upon is other than as specified. The City reserves the right to request that such samples be furnished at the time of bid opening. The City also reserves the right to request samples after the date of bid opening. Requested samples must be furnished to the City free of expense, and if not used in testing or destroyed, will, upon request, be returned at the Bidder's expense.

36. ANNUAL CONTRACT USAGE REQUIREMENTS: Whenever a bid seeks a source of supply for an annual contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may be purchased under any resulting contract. Statements of quantities or usage are for the Bidder's information only and will be used for tabulation

and presentation of bid.

37. PRODUCT INFORMATION: The Bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the City to determine if the offered product meets the solicitation. Failure to do so may cause the bid to be declared non responsive.

38. EXTRA CHARGES NOT ALLOWED: The bid price shall be for complete delivery and installation of the product or work, as the case may be, ready for the City's use, and shall include all applicable charges. Extra charges will not be allowed.

39. ACCEPTANCE TESTING AND PROOF OF PERFORMANCE: Following delivery, performance and operation tests shall be performed to verify the proper operation of all components in full compliance with these specifications.

40. TRAINING: Training shall be provided by the successful Bidder to familiarize designated City personnel with the operation, maintenance and care of all products furnished.

41. NEGOTIATION WITH THE LOWEST BIDDER: Unless all bids are cancelled or rejected, the City reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the City whenever such low bid exceeds the City's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the City for the solicitation prior to the issuance thereof. Negotiations with the low bidder may include both modifications of the bid price and specifications of the product(s) to be furnished or the scope of work to be performed. The City shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the City wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the City and the lowest responsive, responsible bidder.

AWARD

42. AWARD OR REJECTION OF BIDS: The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the City to accept it. Awards made in response to a RFP will be made to the most qualified Bidder whose proposal is determined, in writing, to be the most advantageous to the City taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the City. Award may be made to as many Bidders as deemed necessary to fulfill the anticipated requirements of the City. The Purchasing Agent shall have the right to negotiate with the lowest responsive, responsible Bidder should bids exceed available funds. The Purchasing Agent shall reject the bid of the Bidder who is deemed to be a non-responsive or non-responsive.

43. DETERMINATION OF RESPONSIBILITY: Each Bidder shall be prepared if so requested by the City, to present evidence of its experience, qualifications and financial ability to carry out the terms of the contract.

Prior to award of the contract, under an IFB, an evaluation will be made to determine if the low Bidder, or the successful Bidder has the capability in all respects, to perform fully the contract requirements and moral and business integrity and reliability which will assure good faith performance, and who has been prequalified, if required. Factors to be evaluated include, but are not limited to:

a. Sufficient financial ability to perform the contract as evidenced by the Bidder's/Bidder's ability to obtain payment and performance bonds from an acceptable surety;

b. Appropriate experience to perform the Work described in the bid documents;

c. Any judgments entered against the Bidder, or any officers, directors, partners or owners for breach of a contract for construction;

d. Any substantial noncompliance with the terms and conditions of prior contracts with a public body without good cause where the substantial noncompliance is documented; or

e. A conviction of the Bidder or any officer, director, partner, project manager, procurement manager, chief financial officer, or owner in the last five years of a crime relating to governmental or nongovernmental construction or contract-ing;

f. Any current debarment of the Bidder, any officer, director or owner, from bidding or contracting by any public body of any state, any state agency, or any agency of the federal government. The City reserves the right to disqualify or refuse to accept the bid of any Bidder who has been convicted, or entered a plea of guilty or nolo contendere, in any federal or state court to any charge involving any unlawful, corrupt or collusive practice involving a public contract whether federal, state, or local, or who has been determined in any judicial proceeding to have violated any antitrust, bid-rigging or collusive practice statute in connection with any public contract, or against whom such formal criminal prosecution or other judicial proceeding has been initiated.

A Bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder shall be notified in writing in conformance with the procedures in §2.2-4359 of the Code of Virginia, as amended.

44. OTHER FACTORS CONSIDERED: In addition to price (when applicable), the following factors shall be considered in the City's award decision:

a. The total completion time proposed by the Bidder.

b. The quality of performance and workmanship of previous contracts, services or products, or references which attest to other specific experiences;

c. The timely completion of previous contracts or services or the timely delivery of past orders; or references which attest to other specific experiences;

- d. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services;
- e. The ability and availability of the Bidder to provide both quality and timely maintenance, service, and/or parts;
- f. The resale value, life cycle costing, and value analysis of a product;
- g. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the work or products required;
- h. Delivery of a product and timely completion of a project as stated by vendor in bid;
- i. Substantial compliance or noncompliance with specifications set forth in bid as determined by the City;
- j. Product or parts inventory capability as it relates to a particular bid; and
- k. Results of product testing.

In addition to, and not in limitation of the above, the City reserves the right to make such reasonable investigations as it deems necessary and proper to determine the ability of the Bidder to perform the work/furnish the product(s). The Bidder shall furnish to the City all such information and data for this purpose as may be requested. Further, the City reserves the right to conduct on-site inspections of any Bidder's facilities prior to award to satisfy questions regarding the Bidder's capabilities. The results of said inspection will be considered in determining Bidder's capabilities of successfully performing the contract contemplated under the IFB or RFP. The City reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of a Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

45. NOTICE OF REQUIRED DISABILITY LEGISLATION: The City of Williamsburg is required to comply with State and Federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) of 1990 Title II and the Virginia with Disabilities Act of 1990. Specifically, the City, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II or the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

46. TIE BIDS: In the case of a tie bid, the City may give preference to goods, services and construction produced in the City or provided by persons, firms or corporations

having principal places of business in the City. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Code of Virginia § 2.2-4324. If no City or Commonwealth choice is available, the tie shall be decided by lot.

47. NONDISCRIMINATION OF CONTRACTORS: A Bidder or contractor shall not be discriminated against in the solicitations or award of a contract under this solicitation because of race, religion, color, sex, national origin, age or disability or against faith-based organizations. If the contract is awarded to a faith-based organization and an individual who applies for or receives goods, services, or disbursements provided pursuant to such contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the City shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, service, or disbursements from an alternative provider.

48. COPYRIGHTS OR PATENT RIGHTS: The Bidder certifies by submission of its bid/proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of its bid/proposal. The successful Bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save the City of Williamsburg, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

49. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$30,000, as a result of the solicitation, the Purchasing Agent will publicly post such notice on the public posting notice board in the 1st floor hallway display case of the City of Williamsburg Municipal Building at 401 Lafayette Street for a minimum of 10 days.

50. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this IFB/RFP, no indication of such sales or services to the City of Williamsburg will be used in the successful Bidder's/Bidder's product literature or advertising.

BIDDER REMEDIES

51. PROTEST OF AWARD OR DECISION TO AWARD: Any Bidder who desires to protest the award or decision to award a contract, by the City shall submit such protest in writing to the Purchasing Agent no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected Bidder is not a responsible Bidder. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the Bidder appeals within ten (10) days of the written decision by instituting legal action. Nothing in this paragraph shall be construed to permit a Bidder to challenge the validity of the terms or conditions of the solicitation.

CONTRACT

The successful Bidder shall enter into a contract with City. The completed contract shall be subject to approval by the City Attorney.