



CITY OF PETERSBURG, VIRGINIA
REQUEST FOR PROPOSAL
#17-0039

PROJECT TITLE: Human Resources and Payroll Services Outsourcing

ISSUE DATE: May 04, 2017

CONTRACT COMMENCEMENT AND EXPIRATION: The contract shall commence on the Commencement Date set forth in the contract for the Human Resources and Payroll Services Outsourcing, and shall expire three (3) years later, unless terminated earlier in accordance with the provisions of this Contract.

PRE-PROPOSAL CONFERENCE: N/A

RENEWAL: The City, at its sole option may renew this contract for up to two (2) one-year renewal terms by furnishing the Contractor with written notice of its decision to renew at least 60 calendar days before the expiration of the then-current term.

QUESTIONS: Questions must be submitted in writing to the Purchasing Office no later than 12 noon, May 12, 2017. An electronic message may be submitted to purchasing@petersburg-va.org. If necessary, an addendum will be issued and posted on the City website at www.petersburgva.gov. It is the responsibility of the offeror to download any addenda.

SEALED PROPOSALS WILL BE RECEIVED UNTIL 2:30 P.M. prevailing local time May 24, 2017 in the Purchasing Office, City Hall Annex, 103 West Tabb Street, Petersburg VA 23803.

If you are an individual with a disability and require a reasonable accommodation, please notify: Purchasing Office at (804) 733-2345 or TDD (804) 733-8003 three (3) working days prior to need. Proposal packages are available in the Purchasing Office or from the City's website at www.petersburgva.gov.

A handwritten signature in cursive script, reading "Tangela Innis".

Tangela Innis
CPPB, MBA, VCCO, VCO, VCA
Operations/Budget & Purchasing Manager

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REQUEST FOR PROPOSAL #17-0039
Human Resources and Payroll Services Outsourcing

I. PURPOSE.

In an effort to control spending and create operational efficiencies where possible the City of Petersburg is undertaking a mammoth project to consider the outsourcing possibilities of all of its ancillary services.

While it is the intent and goal of the City to enter into a contract with a single firm, the City will consider proposals from offerors who are willing to provide all or part of our current Human Resources and Payroll operations.

This Request for Proposal solicits proposals from offerors to provide a comprehensive Human Resource services for a diverse employee population

II. BACKGROUND.

- A. The City of Petersburg is located 23 miles south of the Virginia State Capital, with a population of approximately 32,948 living in the area of 23 square miles. Additional information about the City can be obtained from the City's website:
<http://www.petersburgva.gov>.
- B. The City of Petersburg Department of Human Resources (DHR) is responsible for the management and administration of a full range of HR services for the City in compliance with Federal, State and City employment laws, rules, policies, procedures and regulations. Additionally, the Department administers all employee benefits pursuant to the State of Virginia health insurance plan (Local Choice) and the State of Virginia Retirement System (VRS) plan. The Department currently consists of four (4) employees: Director of Human Resources, Human Resources Administrator, Human Resources Technician, and Fiscal/Payroll Manager.
- C. The City's Payroll Unit recently transferred to the Department of Human Resources (DHR) and has one (1) person assigned to perform all payroll functions.
- D. The City's payroll is process through the AS-400 Bright and Associates (BAI) Municipal Software. The City
- E. The Department of Human Resources (DHR) currently provides comprehensive HR services for approximately 600 full-time and part-time employees across approximately 20 departments in the areas of:
 - a. General HR Administration & Records Management
 - b. Classification and Compensation Administration
 - c. Recruitment and Selection
 - d. Personnel Policy Administration & Interpretation
 - e. Employee Relations & Conflict Resolution
 - f. Voluntary Benefits & Retirement Administration

- g. Training and Organizational Development
 - h. Performance Management
 - i. General Payroll Operations
- F. The payroll system has a time & leave reporting component that requires the manual input timekeeping events. However; the City's time & leave activities are managed manually at the department level, as such the City is requesting a basic electronic employee attendance and leave management system.

III. SCOPE OF WORK.

The overall management of the workforce is dependent upon these essential services and in general, the Offeror shall be able to provide the below Human Resources and payroll consulting services and support to City staff:

- A. **HUMAN RESOURCE SERVICES** - Provide a full range of comprehensive HR programs and services as specified below in each of the functional areas:

1. General HR Administration/Records Management/Reporting

- a. Manage and maintain employee personnel records (in a hard or electronic format) with demographic information to include, but not limited to:
 - 1. employee full name
 - 2. addresses
 - 3. DOB
 - 4. SSN
 - 5. employee number
 - 6. emergency contact information
 - 7. hire date
 - 8. promotion/transfer/demotion information
 - 9. salary changes
 - 10. separation information
 - 11. any other pertinent employee defined information
- b. Employee files shall be easily retrievable and accessible to employees and City management upon reasonable request.
- c. Establish and maintain a numerical employee ID system not associated with employee SSN.

- d. Establish and maintain a documented new hire work flow process (via Personnel Action Forms) between hiring department and pertinent departments to trigger new employee orientation, Payroll, IT set-up, time & leave set-up, and position control.
- e. Establish and maintain a documented work flow process (via Personnel Action Forms) upon employee promotion, demotion, transfer, separation, salary changes, to include internal checklist and communication between pertinent departments, IT, Payroll, Treasurers Office, etc.
- f. Maintain separate employee medical record files to include medical (disability, worker's compensation) alcohol and drug testing information.
- g. Shall maintain compliance with Library of Virginia, Records Retention & Disposition Schedule.
- h. Process and coordinate the work flow process (between the pertinent departments) of all verified and documented Personnel Action forms: separations, hires, promotions, salary adjustments, tax withholdings, benefit changes, name changes, child support, tax liens, etc.
- i. Respond and provide requested information to federal and state reporting agencies: (VA Employment Commission, Equal Employment Commission, Department of Transportation, Worker's Compensation Board, Occupational Safety and Health Administration, and Department of Labor.
- j. Establish an employee self-serve portal to provide employees with access to personal information and to allow employees to update personal information with an appropriate verification and review process.
- k. Ability to calculate personnel metrics to include, but not limited to:
 - 1. Listing or count of employees eligible for retirement
 - 2. Listing or count of employee training needs.
- l. Provide employees and managers immediate and or reasonable access to the assortment of HR services by hotline, email, person to person.

2. Classification and Compensation Administration

- a. Manage and maintain a position control system of a distinct position number for each department budgeted position to include various position indicators: part-time/full-time; temporary (to include seasonal or provisional); essential/non-essential; exempt/non-exempt status; grant funded status, and any other position indicators that may be needed.
- b. Reconcile active and vacant positions to budgeted/non-budgeted positions annually or as needed. Add, delete, change/re-classify positions. Inactive non-budgeted positions shall be maintained separately.

- c. Track the following position data for each employee: fiscal year, job title, job code, position number, type (e.g., skilled labor, management, etc.), budget code, EEO code (State and Federal), physical work location, department/program/project, fund exempt/non-exempt status, percent of full time, pay rate, probation end date/period, salary range, Full-Time/Part-Time, Temporary/permanent flag, department/division/program start date, hire date.
- d. Ability to calculate city-wide personnel cost by headcount to include salary and fringe benefits and to provide budget comparisons against actual costs.
- e. Review and provide salary adjustment recommendations for demotion, promotion, reclassifications. Track employee movement between positions.
- f. Manage position classification and compensation systems to include but not limited to (public safety & unified positions). Conduct classification market surveys as necessary. Respond to classification surveys from external agencies/organizations.
- g. Review, revise and create job descriptions based on organizational changes and position reviews.
- h. Manage and maintain multiple salary tables linked to multiple job description classification.

3. Recruitment and Selection

- a. Maintain and manage the City's job requisition/request and approval process to fill vacancies. Requisitions should include all pertinent information to track:
 - 1. Position/vacancy position number
 - 2. Department
 - 3. Class code
 - 4. Pay grade
 - 5. Hiring manager
 - 6. Full-Time or Part-Time
 - 7. Budget code
 - 8. Fair Labor Standards Act status
 - 9. Classified or Unclassified
 - 10. Permanent or Temporary
 - 11. Closing Date

12. Any other distinctly defined information.

- b. Maintain an electronic applicant tracking system. (The City currently uses NEOGOV). Preference is to continue using this system as it is a standard/uniform system for governmental organizations and provides all the required/necessary reporting information on the applicant pool.
- c. If NEOGOV is replaced, the system shall be compatible to enable the applicant to complete an application online and submit electronically.
- d. Coordinate with hiring managers for the job posting information and applicant screening criteria. Post job advertisements on the City's website. Maintain updated job announcement information on the City's website.
- e. Assist departments with identifying external recruitment sites. Coordinate the posting and payment for the external sites.
- f. Attend area job fairs
- g. Assist in the interview, examination and selection process as required. Ensure compliance with federal, state and city laws, policies and procedures for candidate selection.
- h. Assist departments in coordinating and conducting examination and assessment centers for Public Safety positions (new hires and promotions). Conduct standardized examination process for Unified positions to include 911 Operator positions, Fire Marshal positions, support staff positions and other positions as needed.
- i. Review and approve salary offerings; hire/promotion letters; coordinate and schedule hire/promotion dates.
- j. Conduct and manage the pre-employment process to include drug screens; reference checks, criminal background checks, DMV checks.
- k. Conduct new employee orientation. Create personnel file to include all new hire information. Establish a work flow process for notification to Payroll and other required departments (IT, hiring department, VRS).
- l. Collect and process employee payroll and benefits paperwork including I-9's, W-4's, Emergency Contact Sheets and Benefit enrollment applications.
- m. Conduct training with hiring managers on recruitment and selection processes and procedures as necessary.

4. Employee Relations/Conflict Resolution

- a. Provide immediate support and consultation in resolving employee conflict.

- b. Administer the random alcohol and drug program pursuant to the federal DOT rules and regulations governing CDL and Transit employees. Administer the City's substance abuse program to include random/reasonable suspicion/post-accident drug and alcohol testing.
- c. Respond to EEOC complaints and Freedom of Information Act (FOIA) inquiries upon consultation with the City Attorney;
- d. Conduct investigations based on employee complaints of discriminatory or wrongful employment actions.
- e. Assist and provide guidance to supervisors in conducting disciplinary hearings and imposing sanctions {Pursuant to State Code, many of the City employees are tenured (have more than 1 year of service in a permanent position) and therefore have certain rights that must be adhered to prior to imposing sanctions and disciplinary actions. Conversely, they also maintain appeal rights when certain actions are imposed}.
- f. Track all disciplinary actions to include (but limited to): letters of reprimand, warnings, suspensions, terminations. Make recommendations and provide guidance to managers on appropriate disciplinary action.
- g. Manage the employee grievance process. Ensure department compliance. Attend grievance hearings as necessary. Coordinate with Law Department on appeal hearings and/or court ordered hearings.
- h. Manage the disability placement, reasonable accommodation and worker's compensation (light duty) processes. Review medical information, conduct "interactive discussion" and adhere to laws, policies and procedures governing such placements.
- i. Provide guidance, assistance and training to supervisors and employees on employment laws to include: Title VII – Civil Rights Act; Family Medical Leave (FML); Disability and Reasonable Accommodations (ADA); Military Leave; Workers Compensation; Fair Labor Standards.
- j. Respond to unemployment (VEC) inquiries and telephonic hearings. Coordinate responses with managers and supervisors. Gather and submit requested separation documents and salary information.
- k. Process employment verification forms and inquiries (This item may be handled by Payroll services and is included in both sections).
- l. Coordinate employee assistance counseling services with the City's EAP provider. (City's current EAP provider is REACH)

5. Benefits Administration

- a. Manage the City's health insurance plan. The City is currently a participant in the State administered Local Choice health insurance plan. The Local

Choice (TLC) provides health coverage to a consortium of local jurisdictions. The current provider is Anthem.

- b. Establish a relationship with the Local Choice provider. Attend required TLC workshops and training sessions.
- c. Ability to maintain premium and deduction amounts for multiple benefit plans, including but limited to health insurance, flexible spending accounts (FSA), credit union, deferred compensation (457) plans, short-term disability.
- d. Administer employee enrollments, separations, changes, etc. Provide employees with correct required paperwork to make the changes.
- e. Submit transactions to Local Choice for all health insurance plan changes.
- f. Reconcile the transactions to the Local Choice data entry reports. Ensure transactions are entered and are accurate.
- g. Review benefits information in Local Choice data web portal (HurMan) notify employees and process required changes (i.e. age 65 retirees, age 26 dependents).
- h. Review plan rates annually with City administration and vendor. Develop benefit budget models (plan contribution cost chart) based on new premium rate. Make recommendations on employee/employer contribution rates.
- i. Conduct insurance open-enrollment sessions. Identify locations, distribute communication to employees. Include all voluntary insurance vendors.
- j. Reconcile monthly insurance bills for payment to insurance vendors;
- k. Track and reconcile COBRA payments. Track and reconcile employee status for insurance coverage (FML, Workers Comp, Leave w/o Pay, Suspensions, etc.).
- l. Create an online employee benefits portal for employees to update basic demographic information with appropriate verification and to make changes to their coverage based on qualifying events.

6. Training and Education

- a. Conduct periodic citywide training needs assessment to include employee/manager training requests and required training. Project training costs and needs based assessment.
- b. Based on training needs assessment create/establish an annual training curriculum and training schedule.

- c. Coordinate all training locations and set-up, securing instructors/trainers, and material preparation.
- d. Coordinate workshops and training sessions with external training providers. Communicate and distribute the training schedule to employees/supervisors.
- e. Maintain employee roster of completed mandatory and voluntary training, document training in employee personnel file.
- f. Conduct audit of employee files for documentation on required valid licenses (CDLs, driver's licenses, etc.) and required certifications (Police, Fire, Fire Marshall, Inspector certifications).
- g. If financially feasible manage and maintain the Tuition Reimbursement Program for employees.

7. Performance Management

- a. Create a Performance Management program to include at least two (2) performance reviews per year (annual and interim).
- b. Create a performance evaluation schedule of action items and distribute/communicate to the respective supervisors and managers
- c. Create a user-friendly and simplistic employee performance evaluation template (electronic) that allows supervisors and employees to complete the evaluation process easily.
- d. Create a process that allows employees to view their performance review history.
- e. Ability to conduct a performance review out of the regular cycle for purposes of a Performance Improvement Plan (PIP) and or disciplinary action.
- f. Provide metrics on performance evaluation ratings to include: compliance to deadlines, employee ratings, submissions

8. Retirement Plan Administration

- a. The City is a member of the Virginia Retirement System (VRS) and HR, Payroll and Finance have secure access to the VRS online system. HR is responsible for the input of employee information. The contractor shall be able to serve in this capacity and to gain access to the VRS online secure system.
- b. Serve as the liaison between the Virginia Retirement System (VRS) and the City. Ability to process (electronically and hard copy) all of the required VRS functions of employee activities.

- c. Input into the VRS online navigator system all employee adjustments (enrollments, separations, retirements, salary adjustments, leave events, buy back service, etc.) This information may be provided daily or weekly, but at least every two (2) weeks.
 - d. Monthly reconciliation of employee activities (enrollments, separations, salary changes, leave events, buy back service, etc.) to actions recorded by the City to ensure accurate recording of employee creditable service in VRS and accurate payment by the City to VRS.
 - e. Identify and flag employees eligible for retirement and provide information to City Administration as requested.
 - f. Review with employee's retirement eligibility scenarios based on the information in VRS navigator system. Assist and provide guidance to employees based on the retirement scenarios.
 - g. Attend employer focused VRS workshops and training sessions.
9. **Payroll Operations** - Provide a full range of Payroll Operations for a workforce of approximately 600 employees across approximately 20 departments.

a. **General Payroll Operations**

- i. Accommodate a payroll system for the following types of employees: full-time, part-time, seasonal, temporary/provisional, shift, probationary, acting, grant-funded, FLSA exempt and non-exempt, hourly employees, constitutional (state-funded) employees, elected officials. Able to accommodate new/updated employee types.
- ii. Track and maintain employee confidential demographic information to include an indefinite and distinct employee ID numbering system.
- iii. Create and maintain an indefinite position control numbering system to include department and classification identification. Position control numbers are used reconciled to department authorized budget allocation. Employees are placed in a respective position number consistent with their classification and department.
- iv. Comply with all federal and state payroll tax requirements and updates as released.
- v. Comply with Fair Labor Standards Act (FLSA) as determined by the City regarding position FLSA allocation.
- vi. Process various employee earning types to include

- salaried, hourly, flat rate, weekly rate, monthly rate, etc.
Able to accommodate new/updated earning types.
- vii. Accommodate and process various pay codes to include: regular pay, overtime pay, supplemental pay, special assignment pay, acting pay, holiday, vacation, sick leave, civil leave, military leave, with 15 day pay, military leave without 15 day pay, compensatory leave, retroactive pay, Family Medical Leave with pay and without pay, workers compensation leave with pay and without pay, severance/termination pay, second job pay, leave without pay (LWOP), administrative leave with pay, suspension (LWOP), bereavement/funeral/death leave, shared leave, auto allowance, uniform allowance, group term life insurance, bonus pay, etc. The ability to allow the setup of new/updated pay codes as needed.
 - viii. Distinguish non-exempt from exempt employees for purposes of tracking and inputting time and leave events. [The City currently records the attendance manually for non-exempt employees and only records the leave exceptions (absences) for exempt employees.]
 - ix. Track payroll transaction data information by type and date to include hire date, promotion, demotion, termination, salary change, service breaks, title changes, etc. Store and retrieve salary information for each employee.
 - x. Accommodate various working status types to include (but not limited to): regular duty, light duty, off duty, short and long-term disability, military leave, worker's compensation (compensable and non-compensable).
 - xi. Accommodate various non-working status types to include: retirement, terminated/dismissal, resignation, reduction in force, suspension, disability separation, forfeiture, death.
 - xii. Able to support an unlimited number of pay deductions assigned to an employee to include (but not limited to): medical, life insurance, court ordered liens, levies and garnishments, child support, charitable contributions, tax payments, flexible spending accounts, retirement plans (multiple), bank direct deposits. Able to manually prioritize deductions.
 - xiii. Able to compute employee and employer portions of deductions for various items to include (but not limited to): taxes (federal, state), retirement, life insurance, medical insurance, social security and/or medicare. Deductions are updated based on revised federal and state laws, city ordinances and any other city requirements.

b. **Payroll Processing** – The City’s payroll cycle is bi-weekly with approximately 26 pays per year. Deductions for benefits are based on 24 pays per year.

- i. Payroll processing includes accurate processing of employee pay to include employer and employee deductions for all taxes, voluntary/involuntary benefits, pay adjustments, court ordered liens, garnishments, etc.
- ii. Create an employee self-serve portal for electronic paycheck distribution, W-2 distribution and employee submission of updates to tax exemption changes W-4’s, direct deposit/bank information, address changes.
- iii. Check production with multiple information on the pay stub to include (but not limited to): employee name and ID number, department code, various required and voluntary deductions, pre-tax and post-tax items, regular hours & pay, overtime hours & pay, YTD salary totals, paycheck distribution locations, tax exemption status, vacation and sick leave balances. Ability to add categories of pay information.
- iv. Conduct a payroll reconciliation with HR transactions. Provide a payroll review and approval process via electronic or hard copy review of payroll totals prior to final payroll run.
- v. Provide a payroll proof list of all payroll calculations gross to net prior to check production by earnings type, number of hours by type, employee taxes, employee deduction amounts, employee contribution amounts, employer portion of all taxes.
- vi. Integration of payroll costs with financial general ledger to include cost centers, budget account codes, department.
- vii. Able to charge/allocate employee pay to multiple cost centers to include: different departments, grant accounts, state reimbursement accounts, enterprise funds.
- viii. Payroll is processed/transmitted to banking institution electronically (ACH). Ability to produce direct deposit tapes/files for banks. Able to conduct a second payroll run and issue a manual paycheck on pay day to correct payroll omissions/errors.
- ix. Ability to issue a manual paycheck outside of the regular payroll cycle. Able to print “self-seal” hard checks.
- x. Able to transmit direct deposit funds to multiple accounts in the same banking institution.
- xi. Direct deposit of paychecks through electronic fund transfer (EFT). Employees can view paycheck/pay stub online. Issue a payroll debit card to employees who are legally unable to establish an account with a banking

institution.

- xii. Remit bi-weekly, monthly, quarterly or annual payments to external vendors and institutions based on employee paid deductions.

c. Payroll Reporting

- i. Prepare and file quarterly federal and state taxes.
- ii. Prepare, process and distribute year-end W-2s.
Employees may retrieve W-2 form online via employee self-serve portal.
- iii. Able to interface with state and federal compensation systems [Virginia Retirement System (VRS), Virginia Employment Commission (VEC), Virginia State Compensation System].
- iv. Able to create scheduled and on-demand audit reports to include multiple deductions, pay items, and pay discrepancies.
- v. Remit all payroll taxes to federal and state agencies on bi-weekly basis within prescribed time frames.
- vi. Certify the monthly VRS payroll report after it is reviewed and reconciled by HR. Remit all payments to VRS by required deadlines.
- vii. Create summary and detailed employee reports for leave (vacation, sick and compensatory usage and accrual), employee earnings, employee deductions and employer contributions.
- viii. Reports must be compatible with Microsoft software and are transmitted in a secure environment.

IV. STATEMENT OF NEEDS.

A. Selection of Personnel

- a. Each offeror shall include with its proposal a complete staffing plan for performing all work referenced herein. The plan shall include an organizational chart.
- b. The Contractor shall select personnel to perform the services outlined in this RFP. The successful Contractor shall provide first consideration of new employment opportunities to available employees from the City's Human Resources Department. This employment application process must be reviewed and approved by the City.
- c. All Contractor employees must meet City pre-employment standards including those associated with drug and alcohol testing, a criminal record check, security clearance where applicable, and a medical examination, if applicable.

- d. Contractor's employees shall possess the appropriate certifications and skills for the Human Resources and Payroll Services Outsourcing. The Contractor shall clearly state the number and type of trained and certified persons it intends to employ to meet the needs outlined in the RFP.

V. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS.

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original, marked "Original," six (6) copies, and one copy on CD of their proposal must be submitted to the Purchasing Office. No other distribution of the proposal shall be made by the offeror. The Purchasing Office will neither accept oral proposals, nor accept proposals received by telephone, FAX, or electronically.

All proposals must be sealed and labeled on the outside of an opaque envelope or package to show the following:

- a. Title of Proposal
- b. Name of Offeror
- c. Address of Offeror
- d. RFP Number
- e. Receipt and Closing Date

Responses received after the due date and time will be returned to the offeror unopened. Proposals shall be open to public inspection only after award of the contract. The time proposals are received shall be determined with reference to the Purchasing Office Official Clock. Offerors are responsible for insuring that their proposals are stamped by Purchasing Office personnel by the deadline indicated. In the event the City offices are closed due to inclement weather and/or emergency situations at the time set aside for a pre-proposal conference and/or the advertised proposal receipt date, the conference and/or receipt date will default to the next open business day at the same time and location.

2. Proposal Preparation:

a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Office requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. The Purchasing Office may reject proposals, which are substantially incomplete or lack key information. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal

should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors proposal.

e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

f. Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the City. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Purchasing Office will schedule the time and location of these presentations. Oral presentations are an option of the City and may or may not be conducted.

B. SPECIFIC REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following and/or include the following with their proposal submittal:

1. Return the RFP Proposal Signature Sheet (attached as Exhibit A) and all addenda acknowledgments, if any, signed and filled out as required.
2. Offeror Data Sheet (attached as Exhibit B) and other specific items or data requested in the RFP.
3. Return the RFP Virginia State Corporation Commission Registration Information Sheet (SCC) attached as Exhibit C.
4. Return the RFP Proprietary/Confidential Information Summary Sheet attached as Exhibit D.
5. Return the RFP Minority Business Report Sheet attached as Exhibit E.
6. Return the RFP Small Purchase Card Sheet attached as Exhibit F.
7. Transmittal Letter – A transmittal letter not exceeding two pages
8. Background of the firm in general and should include the following:
 - a) A narrative history of the offeror describing the firm's development of its experience with Human Resources and Payroll Services Outsourcing. This section should also include the number of years the offeror has operated the size of the company. If the offeror has operated for less than five (5) years its current name, this section should also include the history of any predecessor firms.
 - b) A description of the legal domicile and structure (e.g. corporation, partnership, proprietorship, joint venture, etc.) of the offeror. If the offeror is an organization owned in part by one or more organizations, a description of the legal structure of each organization with such an ownership interest as well.
 - c) Provide a list of contact personnel who will be responsible for the relationship between the Contractor and the City. Describe your expertise in structuring Human outsourcing for human resources functions. If a joint venture to provide financing is being proposed, clearly state the responsibilities of each firm and establish prime and subcontractor relationships.
 - d) Disclose any contracts or agreements in which you were involved that were terminated by either the lessor or the lessee within the last three (3) years and state the reasons for termination. This disclosure should include the

client name, address, telephone number and contact reference.

- e) Disclose any instances of your failure to provide services when due under any contract within the last three (3) years and state the reasons for such failure.
- f) Copies of any State Corporation Commission registrations or local business license.
- g) A copy of the offeror's most recent audited financial statements, as well as a copy of the offeror's current financial statement, including certified profit/loss, net income and balance sheet statement shall be submitted in a sealed envelope. If the offeror cannot submit such documentation this section shall contain the reasons why.

In this envelope, it should include a statement of whether the offeror or any predecessor of the entity has filed for reorganization or bankruptcy during the past five (5) years, with the dates of filings and a description of the resolution.

A decision of any litigation or alternative dispute resolution in which the offeror or its owners is involved, including the style of the matter, a description of the nature of the dispute or any other available information.

The above referenced information must be included with the proposal submittal and put into a sealed envelope marked "financials".

- h) Information as to the size and organizational structure of the offeror's firm.
- i) Demonstrated experience in the Human Resources and Payroll Services Outsourcing. Please describe three (3) examples of similar programs where your firm was awarded a contract for similar scope and submit three (3) references including contact names, address, e-mail address and telephone numbers. References may be involved in the finance industry and relate to services like those requested in the RFP. If you provide this service to a state or local government, please use that entity or those entities as a reference. This information will be used to evaluate the Offeror's past performance. It is the Offeror's responsibility to ensure that all contact information is current and up-to-date. If the City cannot contact the Offeror's references, the Offeror will forfeit all points assigned to the References and Past Performance criterion.

9. Project Approach:

- a. An Outsourcing of Human Resources and Payroll functions strategy statement including how your organization will meet the City's needs
- b. A detailed analysis of how the major functions of Human Resources and Payroll will be assumed.

- c. A detailed analysis of the proposed Outsourcing Human Resources and Payroll systems.
 - d. A description of major human resource-related issues facing City's in similar size and nature.
 - e. Measurement tools to evaluate the success and failure of programs
 - f. Information of systems used to track and save data
 - g. An outline of the structure of the service team that will be assigned to this contract.
10. Any other of your firm's approaches to increase the administrative ease of your program. And how your firm would ensure our employees has seamless contact for services provided.
 11. Detail the implementation process
 12. Develop and provide a project time-line, summarizing the entire process beginning with this proposal response.
 13. Explain the transition process you would employ if your proposal is successful. Include a detailed description of the implementation plan, the City's role in the process, data requirements, system requirements, and timeframes for each.
 14. Total number of projected hours for this project
 15. Proposed Annual Contract Amount
 16. Sample Contract - Please furnish any sample contract the proposer expects the City to execute.

VI. EVALUATION AND AWARD CRITERIA.

A. Evaluation Criteria

The Evaluation Committee will use the following evaluation criteria in ranking and selecting a limited number of offerors to present additional details via an on-site presentation and for negotiation.

1. Capability and Skill 20 Pts.

This criterion of the offeror's proposal should contain the offeror's detailed capability and skills in response to the scope of work and requirements stated in this RFP.

2. Efficiency of the methodology and Implementation20 Pts.

This criterion of the offeror's proposal should explain the methodology towards the Human Resources and Payroll Services Outsourcing and the implementation plan in

detail and the firms approach for expediting the process.

3. References and Past Performance20 Pts.

Provide a list of references for each listed client including contact name, address, contact numbers, email address and/or a letter of reference. This information will be used to evaluate the Offerors Past Performance. It is the Offerors responsibility to ensure that all contact information is current and up-to-date. If the City cannot contact the Offeror's references, the Offeror shall forfeit all points assigned to the References and Past Performance Criterion.

4. Compliance with Requirements..... 10 Pts.

This criterion considers the extent of the offeror's compliance and willingness to comply with all the terms, conditions and other requirements of the Request for Proposals and resulting contract.

5. Pricing 30 Pts.

This criterion considers the pricing information provided with the offerors proposal. Although this criterion will be weighed heavily, it will not be the primary factor in the selection process. Offerors will be evaluated on their pricing scheme as well as on their price in comparison to other Offerors.

Total100 pts.

B. Award Criteria

The City shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable based on initial response and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the City may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the City shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at

a fair and reasonable price. The City reserves the right to make multiple awards as a result of this solicitation. Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

In negotiations regarding the terms of the contract, the City has no legal authority to indemnify the offeror. Firms submitting proposals agree that they will not ask the City to indemnify them in any resulting contract.

VII. GENERAL TERMS AND CONDITIONS

A. Definitions:

1. Acceptance: Acceptance shall mean approval of contractor's invoice for services by the Purchasing Agent's Technical Representative.
2. City: The City of Petersburg, its authorized representatives and employees.
3. Contract: The signed Contract, stating the Scope of the Contract wherein the Contractor shall provide the services to the City as set forth in the Contract Documents.
4. Contract Documents:
 - (a) The signed Contract;
 - (b) This Request for Proposals;
 - (c) Any Addenda issued;
 - (d) The Proposal;
 - (e) The Negotiated Scope of Services to include the Cost Agreement; and
 - (f) Modifications and/or Change Orders issued subsequent to the execution of the Contract.
5. Contractor: The individual, firm or organization which contracts with the City to perform the Work. As employed herein, the term "contractor" may refer to an individual, an organization, or to the contractor's authorized representative.
6. Contract Sum: The total amount payable to the contractor for performance of the Work. The Contract Sum is stated in the Proposal and shall include any adjustments granted by amendment.
7. Final Payment: The payment of the balance of the Contract Sum, following the Acceptance of all Services delivered pursuant to this Contract.

8. Notice: As defined in Section IX. paragraph F.
9. Purchasing Agent: The City of Petersburg Purchasing Agent, or his designated representative, who shall serve as the City's contracting officer.
10. Purchasing Agent's Technical Representative: The City official who serves as the Purchasing Agent's technical representative for purposes of administering the Contract.
11. Time(s) for Performance: The date(s) on which Services are required to be provided, in accordance with the Contract Documents.
12. Work: The Services required to be delivered by the Contractor pursuant to this Contract.

B. The City:

1. Authority of the Purchasing Agent: The Purchasing Agent shall be the contracting officer for the City, who is authorized to execute this Contract and any Change Orders issued pursuant to Section P. No Notice to the City shall be effective unless a copy is delivered to the Purchasing Agent in accordance with the terms of the Contract.
2. Authority of the Purchasing Agent's Technical Representative: The Finance Department, or its designated representative, who shall be referred to in the Contract Documents as "the Purchasing Agent's Technical Representative", shall administer The Contract.
3. Additional City Representatives: The Purchasing Agent's Technical Representative may designate one or more additional representatives to coordinate with the Contractor or to inspect the Work performed by the Contractor.

C. The Contractor:

1. Licensure: To the extent required by the Commonwealth of Virginia or the City of Petersburg, the Contractor shall be duly licensed to perform the Services required to be delivered pursuant to this Contract.
2. Key Persons: If any "Key Persons" are identified in the Proposal, those Key Persons shall be directly involved in the performance of Contractor's Work hereunder. No Key Person shall be changed without the written consent of City unless such Key Person becomes unavailable to perform his or her duties because of death, disability or termination of employment; provided however, that a Key Person shall be removed at City's request. If a Key Person is no longer capable of performing in the capacity described in the Proposal, or is removed by the City, the City and the Contractor shall agree on a mutually acceptable substitute.

D. Terms for Performance:

1. The Work: The Services required to be delivered pursuant to this Contract shall be in strict accordance with the Specifications included as part of the Contract Documents. All persons performing Services pursuant to the Contract shall be duly qualified to perform

those Services and shall hold any licenses required by law for persons performing such Services.

2. Time for Performance: Time is of the essence of this Contract. The Contractor shall perform all Services at the time(s) and in the manner(s) specified in the Contract Documents.

E. Applicable Laws and Courts: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought only in the courts of the City of Petersburg. The City and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia of 1950*, as amended, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

F. Anti-Discrimination: By submitting their proposals, offerors 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 of 1950*, as amended, § 2.2-4343.1E).

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.
- G. Ethics in Public Contracting: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their 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.
- H. Immigration Reform and Control Act of 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- I. Debarment Status: By submitting their proposals, offerors certify that they are not currently debarred by the City from submitting proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- J. Antitrust: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the City under said contract.
- K. Clarification of Terms: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the Purchasing Agent no later than 12 noon, May 12, 2017. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent. Each offeror shall be responsible for determining that all addenda issued by the Purchasing Office have been received before submitting a proposal.
- L. Payment:
1. Payment for Services: The contractor shall submit its invoice for the services performed during the previous month. The invoice shall bill for the services at the fixed monthly rate specified in the Contract Documents or shall detail those services provided and bill at the rates specified in the Contract Documents. The Purchasing Agent's Technical Representative shall verify that the services have been performed in accordance with the Contract Documents and, if appropriate, will approve the invoice and initiate the process for payment.
 2. Progress Payments: If authorized by the terms of the Contract, the contractor may submit requests for progress payments at such times or upon the occurrence of such events as the Contract Documents may provide. Upon submission of the request for progress payment, the Purchasing Agent's Technical Representative shall verify the Consultant's

entitlement thereto and, if appropriate, shall approve the invoice and initiate the process for payment.

3. The contractor shall submit original invoices to the Purchasing Agent's Technical Representative which clearly describe and itemize the services provided. In addition, invoices shall contain, at a minimum, the following information:

- (a) The date of the Contract;
- (b) The Contract Number;
- (c) The total cost for these itemized services.

The City reserves the right to determine whether the invoice is clear and properly itemized. However, if abbreviations or jargon are used on the invoice, the contractor shall provide a key printed directly on the invoice to explain the abbreviation or jargon.

4. Payment of Subcontractors: The Contractor agrees to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the City for work performed by a subcontractor under this contract:

- (a) Pay the subcontractor for the proportionate share of the total payment received by the Contractor attributable to the work performed by the subcontractor under this contract; or
- (b) Notify the City and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment with the reason for nonpayment.

The Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment for work performed by the subcontractor under this contract, except for amounts withheld as allowed in (B) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. The interest charge shall not be deemed an obligation of the City, and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tiered subcontractor.

- M. Precedence of Terms: The following General Terms and Conditions: APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. 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.

- N. Qualifications of Offerors: The City may make such reasonable investigations as deemed

proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the City that such offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

- O. Assignment of Contract: The contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.
- P. Changes to the Contract: Changes can be made to the contract by mutual agreement in writing to modify the scope of the contract ("Modification"), or unilaterally by the Purchasing Agent directing the Contractor to make changes ("Change Order"). An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- Q. Insurance:

1. The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the Contractor's activities, whether such be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. Insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective work. All insurance coverages will be provided by insurance companies authorized by the Virginia State Corporation Commission to sell insurance in Virginia. The Contractor shall furnish as a minimum the hereinafter coverages and limits, and on forms and of companies which are acceptable to the City Attorney and/or Risk Management, and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering any agreement to sublet any part of the work to be done under this Contract.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

- a. Workers' Compensation - Statutory requirements and benefits, irregardless of being subject to Title 65.2 of the *Code of Virginia of 1950* (Workers' Compensation). Coverage shall include an "all states" endorsement and shall be provided for any proprietor, partner, executive officer, or member.
- b. Employers' Liability - \$100,000 bodily injury by accident each accident
\$100,000 bodily injury by disease each employee
\$500,000 bodily injury by disease policy limit
- c. Commercial General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage, as well as contractual liability coverage. The City of Petersburg must be named as an additional insured and so endorsed on the policy.
- d. Commercial Automobile Liability - \$1,000,000 combined single limit each accident.

Automobile Liability is to cover “any auto”.

2. Instructions Regarding Insurance Certificates: The Contractor and his insurance company should carefully review the insurance requirements applicable to this contract. All requirements must be met before the City will execute the contract. In particular, we would call your attention to the following:

a. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies, as applicable, name the “City of Petersburg” as an additional insured. Many Certificates have a space headed "Description" where the language may be inserted as follows: the “City of Petersburg is additional insured” *or that* the “City of Petersburg is additional insured with respects to General Liability; and/or Umbrella Liability policies”.

b. The Certificate Holder should be listed as:

The City of Petersburg
c/o Purchasing Office
103 West Tabb Street
Petersburg VA 23803
Contract No. 17-0039
Human Resources and
Payroll Services
Outsourcing

c. The Contractor will provide an original, signed Certificate of Insurance, and such endorsements as prescribed herein.

3. Additional Insurance Requirements: Any additional specific insurance coverages to be provided by the Contractor are stated in the Supplementary General Conditions.

R. Drug-Free Workplace: 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 such 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 section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, 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.

- S. Nondiscrimination to Contractors: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this 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, services, or disbursements from an alternative provider.
- T. Availability of Funds: It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- U. Small Business, and Minority-, Women-, and Service Disabled Veteran-Owned Business: The City of Petersburg actively solicits small, and minority-, women-, and service disabled veteran-owned businesses to respond to all Invitations for Bids and Requests for Proposals, and if not already on the City's Bidder's Mailing List, you may request application for inclusion on the list. Please contact the Purchasing Office at (804) 733-2345 and request an application, or download one from the City's website www.petersburgva.gov
- V. No Discrimination Against Faith-Based Organizations: The City of Petersburg does not discriminate against faith-based organizations as that term is defined in § 2.2-4343.1 of the *Code of Virginia of 1950*, as amended.
- W. Taxes:
1. The Contractor shall pay all city, state and federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the City and the Contractor, as the taxes shall be an obligation of the Contractor and not of the City, and the City shall be held harmless for same by the Contractor.
 2. The City is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.
- X. Mandatory Use of City Forms and Terms and Conditions: Failure to submit a proposal on the official city forms provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City has the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- Y. Bankruptcy: If contractor should be adjudged bankrupt, or make a general assignment for

the benefit of its creditors, or if a receiver should be appointed on account of the contractor's insolvency, then the City may without prejudice to any other right or remedy, and after giving the contractor seven (7) calendar days' written notice, terminate this contract and procure such goods or services from other sources. In such event, contractor shall be liable to the City for any additional cost occasioned by such failure or other default. In such cases, contractor shall not be entitled to receive any further payment. If the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the contractor shall pay the difference to the City.

Z. SCC Identification Number: Each bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 (Corporations) or Title 50 (Partnerships) of the *Code of Virginia of 1950*, as amended, shall include in its bid or proposal the identification number issued to it by the Virginia 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 or as otherwise authorized by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

AA. Entire Agreement: The Contract Documents constitute the entire agreement among the parties pertaining to the Work and supersede all prior and contemporaneous agreements and understandings of the parties in connection therewith.

BB. Royalties and Patents: The Contract Sum includes all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Contractor shall indemnify and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, device, tool, material, equipment, or process to be performed under this Contract, and shall indemnify the City, its officers, agents, authorized representatives, and employees for any costs, expenses and damages which may be incurred by reason of any such infringement at any time during the prosecution and after the completion of the Work.

CC. Severability: Should any provision of this Contract be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Contract had been executed with the invalid provision(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Contract without including therein such provision(s) which may for any reason hereafter be declared invalid.

DD. Survival: Any provision of this Contract which contemplates performance subsequent to any termination or expiration of this Contract, including, without limitation, the provisions of Record Retention, Audit and Price Adjustment (VIII. A), and Indemnification (VIII. B) shall survive any termination or expiration of this Contract and shall remain in full force and effect according to their terms.

EE. Non-Waiver: The failure of Contractor or the City to exercise any right, power or option arising under this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by Contractor or City of their rights at any time thereafter

to require exact and strict compliance with all the terms thereof.

FF. Headings: Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Contract are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

VIII. SPECIAL TERMS AND CONDITIONS

A. Record Retention and Audit:

Audit: All records, reports and documents relating to this Contract shall be maintained by contractor for a period of five (5) years following Final Payment (the "Audit Period"). Such records, reports and documents shall be subject to review and audit by City and the City's consultants or auditors at mutually convenient times.

B. Indemnification: The contractor hereby assumes all liability for and agrees to indemnify and hold harmless the City and its officers, authorized representatives and employees against any and all claims, losses, costs, damages, penalties, liabilities and fees (including reasonable attorneys' fees) and expenses resulting from any material breach of the representations, warranties and covenants of the contractor contained in the Contract Documents or from any injuries to persons or property caused by the negligence or alleged negligence of the contractor or its sub consultant, employees, or authorized representatives, or in any other manner arising out of the performance of this Contract.

C. Right to Cancel or Reject: The City reserves the right to cancel this RFP and/or reject any or all proposals, to waive any informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is, at the sole discretion of the City, determined to be in the best interest of the City.

D. Proposer Expenses: The City will not be responsible for any expenses incurred by an Offeror in preparing and submitting a proposal.

E. Assignment / Subcontracting: The services furnished by the Contractor shall be neither assigned nor subcontracted without prior written consent by the City.

F. Notice:

1. Written Notice: All Notices required by the terms of this Contract shall be in writing. For purposes of this Paragraph, "writing" shall include facsimile transmissions and electronic mail, provided that reasonable care is used to ensure that the Notice is received by its intended recipient.
2. Notice to Contractor: Written Notice may be served on the Contractor by mail, courier, facsimile transmission or electronic mail to the Contractor's business address as stated in the Proposal cover sheet.
3. Notice to City: Written Notice may be served on the City by mail, courier, facsimile transmission or electronic mail to the Purchasing Agent's Technical Representative, with a

copy to the Purchasing Agent.

G. Termination or Suspension:

1. Termination for Convenience: The City shall have the right to terminate this Contract at its own convenience for any reason by giving thirty (30) days prior written Notice of termination to the Contractor. Each subcontract shall contain a similar termination provision for the benefit of the Contractor and the City. The City shall have the right to employ an independent accounting firm to verify any amounts claimed by the Contractor to be due under this Paragraph. The City shall have the right of audit (and Contractor shall have the obligations) stated in Section A, above, insofar as they pertain to amounts claimed to be due hereunder.
2. Termination for Default: The City of Petersburg may, by written Notice to the Contractor, terminate the whole or any part of the Contract in any one of the following circumstances:
 - (a) If the Contractor fails to perform the Services as specified in this Contract, and does not cure such failure within a period of ten (10) days after receipt of Notice from the Purchasing Agent or his designee;
 - (b) If the Contractor fails to perform any of the other provisions of this Contract, and does not cure such failure within a period of ten (10) days after receipt of Notice from the Purchasing Agent or his designee; or
 - (c) Without further notice, if the Contractor defaults in the performance of its duties pursuant to subsections (a) and/or (b) above more than twice within any consecutive twelve (12) month period, whether or not the Contractor subsequently cures such earlier defaults.
3. Non-Appropriation of Funds: This Contract is conditioned upon an appropriation made by the City Council of the City of Petersburg of funds sufficient to pay the compensation due the Contractor under this Contract. If such an appropriation is not made in any fiscal year, and the City lacks funds from other sources to pay the compensation due under this Contract, the City will be entitled, at the beginning of or during such fiscal year, to terminate this Contract. In that event, the City will not be obligated to make any payments under this Contract beyond the amount properly appropriated for Contract payments in the immediately prior fiscal year. The City will provide the Contractor written Notice of Termination of this Contract due to the non-appropriation of funds at least fifteen (15) calendar days before the effective date of the termination. However, the City's failure to provide such Notice will not extend this Contract into a fiscal year in which funds for Contract payments have not been appropriated.
4. Force Majeure: Except for defaults of sub consultants at any tier, the Contractor shall not be liable for any excess costs of failure to perform if the failure to perform this Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Excusable causes include, but are not limited to, acts of God or of the public enemy and acts of the federal or state government in either their sovereign or contractual capacities. If the failure to perform is caused by the default of a sub consultant at any tier, and if the cause

of the default is beyond the control of both the Contractor and the sub consultant, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted Services were obtainable from other sources in sufficient time for the Contractor to meet the required Time(s) for Performance.

H. Compensation: The contractor shall be required to submit a complete itemized invoice on each delivery or service, which he may perform under the contract. Payment shall be rendered to the contractor for satisfactory compliance with the contract within forty-five (45) days after the receipt of the proper invoice.

I. Advertising: In the event a contract is awarded for services resulting from this proposal, no indication of such sales or services to the City will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the City has purchased or uses any of its services, and the contractor shall not include the City in any client list in advertising and promotional materials.

J. Exceptions to the RFP: Any exception to any provisions of the RFP shall be explicitly identified in a separate "Exceptions to RFP" section of the proposal for resolution before execution of the contract. In case of any conflict between the RFP and any other contract documents, the RFP shall control unless the contract documents provide otherwise. Please identify below, or under separate cover, any "Exceptions to the RFP".

K. Cooperative Procurement - Unless specifically prohibited the offeror in the proposal, and any resultant contract of this solicitation may be extended to the Petersburg Public Schools or any public agency or body in, but not necessarily limited to, the Central Virginia area to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms, conditions and specifications of this solicitation. The successful vendor shall deal directly with each agency in regard to order placement, delivery, invoicing and payment.

L. Minority and Women-Owned Businesses – It is the intent of the City of Petersburg to facilitate the establishment, preservation, and small businesses and businesses by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City of Petersburg encourages these firms to compete and encourages non-minority firms to provide for participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Offeror(s) are requested to include a statement indicating the planned use of such businesses in fulfilling this contract.

M. **SMALL PURCHASE CHARGE CARD PROGRAM**: Are you currently a VISA vendor and will you accept VISA credit cards for payment of goods and services on this contract. In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. Payments maybe made using BOA Visa if the contractors accept this form of payment.

IX. ATTACHMENTS

- Exhibit A: Proposal Signature Sheet (to be returned with Proposal)
- Exhibit B: Offeror Data Sheet (to be returned with Proposal)
- Exhibit C: Virginia State Corporation Commission Registration Information Sheet (SCC) (to be returned with Proposal)
- Exhibit D: Proprietary/Confidential Information Identification (to be returned with Proposal)
- Exhibit E: Minority Business Report (to be returned with Proposal)
- Exhibit F: Small Purchase Card (to be returned with Proposal)

PROPOSAL SIGNATURE SHEET

In compliance with this Request for Proposals and to all the terms and conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. Receipt of Addenda is acknowledged: _____.

My signature certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2 Section 489.4 of the *Code of Virginia of 1950*, as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and federal law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City of Petersburg, and that there are no principals, officers, agents, employees, or representatives of this firm that they have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City of Petersburg, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the City of Petersburg. Furthermore, offeror is in compliance with the *State and Local Government Conflict of Interests Act*, Section 2.2-3100, supplemented by Sections 2.2-4367 – 69 of the *Code of Virginia of 1950*, as amended. Specifically, no city employee, city employee's partner, or any member of the city employee's immediate family holds a position with the offeror such as an officer, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction or owns or controls an interest of more than five percent.

To receive consideration for award, this signature sheet must be returned to the Purchasing Office as it shall be a part of your response.

Complete Legal Name of Firm and address:

_____ Zip Code: _____

FEIN No.: _____

E-mail: _____

Date: _____

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Title: _____

Phone: (____) _____

Fax: (____) _____

Submit this form with Proposal

OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may cause your proposal to be deemed non-responsive. (Additional Information required per Section 2.13 of RFP)

1. Qualifications: The offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. Offeror's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of service, under the current name, as well as any prior names with dates:

Years: _____ Months: _____

4. Indicate below a listing of at least five (5) current or recent contracts (at least 6 months), either commercial or governmental, that your firm is servicing, has serviced, or has provided similar service. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

F. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

5. Business Category (Check all that apply)

- ☐ Small Business ☐ Women Owned and Controlled
☐ Minority Owned and Controlled ☐ Service Disabled Veteran Owned and Controlled
☐ None of the above

Submit this form with Proposal Response

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION SHEET

The Offeror:

- ☐ is a corporation or other business entity with the following SCC identification number: _____ **-OR-**
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, Offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offerors out-of-state location) **-OR-**
- ☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the City of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals: ☐

Submit this form with Proposal Response

Proprietary/Confidential Information Summary Sheet

NAME OF FIRM/OFFEROR: _____

Trade Secrets and Proprietary Information: Ownership of all data, materials and documentation originated and prepared for the State pursuant to RFP 17-0039 shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall **not** be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of Section 11-52D of the *Code of Virginia*, in writing. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. **THE CLASSIFICATION OF AN ENTIRE PROPOSAL DOCUMENT, LINE ITEM PRICES AND/OR TOTAL PRICES AS PROPRIETARY OR TRADE SECRETS IS NOT ACCEPTABLE AND WILL RESULT IN REJECTION OF THE PROPOSAL.**

Document or Section/Title	Specific Page Number(s)	Reason(s) for Withholding from Disclosure. See the Reason Codes listed below.

Identify the reason for withholding from disclosure by applying the applicable code from below and/or by written explanation.

A = This page contains information relating to “trade secrets”, and “proprietary information” including possesses, operations, style of work, or apparatus, identify, confidential statistical data, amount or source of any income of any person (or) partnership. “See the Virginia Public Procurement Act, Section 11-52(D). Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B = This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See the Virginia Public Procurement Act, Section 11-52(D); 5U.S.C. 552 (b) (4); 12 C.F.R.309.5(c) (4).

C = This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government’s ability to obtain necessary information from contractors in the future. 5 U.S.C. See the Virginia Public Procurement Act, Section 11-52 (D); 552 (b) (4); 12 C.F.R. 309 5 (c) (4).

Signature _____ Date: _____

Name (Printed) _____ Title: _____

Submit this form with Proposal Response

MINORITY BUSINESS REPORT

It is the intent of the City to promote small business (SBE), minority business (MBE), and women-owned business (WBE), you are requested to report the total dollars that will be sub-contracted to each of the business classifications pertaining to this contract. If you should sub-contract with SBE's, MBE's, and WBE's, it is important that you list the dollar figures separately for each general classification.

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. 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 this form with your proposal. IF you are a SBE, MBE or WEB, please check on of the following boxes:

☐ SBE☐ MBE☐ WBE

If you are non-subcontracting, 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 \$ _____

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:

Submit this form with Proposal Response

SMALL PURCHASE CHARGE CARD PROGRAM: Are you currently a VISA vendor and will you accept VISA credit cards for payment of goods and services on this contract.

☐ Yes

☐ No

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. Payments maybe made using BOA Visa if the contractors accept this form of payment.

Signature:
Name (Print):
Title (Print):
Date:

Submit this form with Proposal Response