

**City of Hendersonville, NC**

**Request for Proposal # \_[Insert RFP #]\_**

**[Insert RFP Title]**

**Date Issued: [Insert Date of Issuance Here]**

**Bid Opening Date: [Insert Date of Opening Here]**

**Direct all inquires concerning this RFP to:**

**[Insert Name of City Contact Person]**

**[Insert Title of City Contact Person]**

**[Insert Email Address of City Contact Person]**

**[Insert Phone # of City Contact Person]**

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# I. Purpose and Background

The purpose of this Request for Proposals (RFP) is to [Insert thorough solicitation purpose here].

The contract will be awarded to the vendor deemed to have submitted the best overall proposal on the basis of the factors included in this RFP. This service is intended for use by the city’s [Insert Preferred Department name here – or multiple if applicable] Department(s) for the previously described purpose above. The City may cancel this RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. The award document will be a contract incorporating by reference all the requirements, items, and conditions of the RFP. **The City of Hendersonville reserves the right to reject any and all submissions.**

The City [Insert Preferred Department name here – or multiple if applicable] Department will serve as the point of contact for setup, implementation, maintenance, use, account questions, and billing [Revise as necessary/desired].

# II. Procurement Process

## 2.A Timeline/Schedule

* Release of RFQ: [Insert Preferred Date Here]
* Deadline for Vendor Questions: [Insert Preferred Date and Time Here]
* RFP Due Date: [Insert Preferred Date and Time Here]
* Notification of Short Listed Offerors: [Insert Preferred Date and Time Here]
* Interviews with Short Listed Offerors: [Insert ‘Week of’ Date Here]
* Anticipated Award Date: [Insert Preferred Date Here]
* Effective Contract Date: [Insert Preferred Date Here]

## 2.B Interpretations and Clarifications

Requests for information or clarification of this RFP must be made in writing and addressed to [Insert Preferred Contact Name Here] at the address or e-mail address listed below. E-mail is the preferred method of communication. RFP Number, Page Number (if applicable), and Topic of Question should be addressed.

[Insert Preferred Contact Person Here]

[Insert Contact Person Department Name Here]

[Insert Address Line #1 Here]

[Insert Address Line #2 Here]

E-mail: [Insert Email Address Here]

Per Section A, all questions must be received by [Insert Preferred Time Here] EST on [Insert Preferred Date Here – Including Year]. The answers to questions submitted that require a response will be available to all vendors in the form of an addendum via e-mail. There will be no last date of addendum for this solicitation [If a last date of addendum is desired, this should be amended].

## 2.C Submission of RFP

[This section may be revised as desired depending on the nature of your department’s preferences.]

One (1) original and three (3) paper copies, and one electronic file (either on media submitted with the proposal or by email prior to the deadline) of the proposal shall be submitted by [Insert Preferred Time] on [Insert Day of Week], [Insert Month and Day], [Insert Year] to:

[Insert Preferred Contact Person Here]

[Insert Contact Person Department Name Here]

[Insert Address Line #1 Here]

[Insert Address Line #2 Here]

E-mail: [Insert Email Address Here]

* Proposals should be clearly marked “RFP for [Insert Descriptive Title Here]” .
* When received, all proposals and supporting materials, as well as correspondence relating to the RFP, shall become the property of the City of Hendersonville. Proposals sent by fax will not be accepted.
* Proposals will not be made available to inspect or copy until the contract has been awarded.
* In submitting a proposal, it is understood by the vendor that the City of Hendersonville reserves the right to accept any proposal IN WHOLE OR IN PART, to reject any and all proposals as non-responsive, and to waive any irregularities or informalities in proposals when to do so is in the best interest of the City.
* Any proposal may be withdrawn or modified by written request of the vendor, provided such request is received by the City at the designated address prior to the date and time set for receipt of proposals.
* If a proposal includes any propriety data or information, such data or information must be specifically identified as such on every page on which it is found. Data or information so identified will remain confidential to the extent allowed by North Carolina law pursuant to GS 132-1.2 and will be used by City personnel solely for the purposes of evaluating proposals and conducting contract negotiations. The practice of labeling unqualified pages as confidential, including the bid form, may result in a proposal being dismissed from evaluation.
* All proposing firms or individuals shall comply with all conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejection of the proposal. However, the City reserves the right to change the conditions, requirements, and specifications as it deems necessary.
* No proposals will be accepted from any person or organization that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or the City of Hendersonville City Council.
* All prices quoted must be firm for a period of 90 (ninety) days following the proposal deadline to allow for evaluation and a contract award period.
* The cost of preparing a response to the RFP will not be reimbursed by the City.
* All proposals must include all necessary brochures of proposed service, platform, and related software.
* No agreements with any selected vendor shall be binding until a contract is signed and executed by City Council or City Manager and authorized representatives of the vendor.

## 2.D Proposal Content

Proposals should also contain the following information:

* Cover letter presenting the vendor’s understanding of the project, a summary of the approach to be undertaken to provide the product/services, and a summary of the costs to provide the products/services. It must be signed by an individual authorized to execute binding legal documents on behalf of the vendor and include the name, address, telephone number and fax number of the vendor along with the name, title, address, telephone, and fax numbers of the executive that has the authority to contract.
* Identification of the dedicated Company Point of Contact that will serve the City.
* An executive summary, which shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed services. The summary should also highlight aspects of the proposal which make it superior or unique in addressing the needs of the City.
* Vendor shall provide a concise description of the company, including origin, state of incorporation, background, and current size. Include information concerning experience with similar projects. In addition, vendor shall describe why their products/services, from a technical and functional perspective, are the best fit for the City.
* Describe how your organization shall fulfill the City’s requirements for a program designed to meet the current and future needs. The following may be used to as a template for this description.
	+ Describe the product/software/service [Revise based on RFP type] being proposed.
	+ Describe how changes to the contract would be handled administratively and operationally.
* Section IV (Preferred Specifications/Requirements)
* Section V (Administrative Requirements)
* Section VI (Bid Response Sheet)

# III. Selection Process

## 3.A Purpose

* The purpose of the RFP is to select a vendor to provide [Insert what is being purchased from vendor here] for the City of Hendersonville, NC.
* Upon review of proposals, the City will select a single vendor to provide the services sought within the content of this RFP. If awarded, the City will award a contract to the vendor that submits the best overall proposal, as determined by the City. Negotiations may be undertaken with the vendor whose proposal is the best overall and whose understanding, qualifications, experience, technical approach, and financial terms show them to be qualified, responsible, and capable of providing the product/software/services.
* The contract awarded as a result of this RFP will be selected based on the most advantageous to the City and best meeting the needs of the City. The contract will not necessarily be awarded to the respondent with the lowest overall cost proposal.

## 3.B Selection Criteria

A weighted analysis of the evaluation criteria will be utilized to determine the vendor that

represents the best value solution for the City.

In the evaluation and score/ranking of Offerors, the Owner will consider the information

submitted in the proposal as well as the meetings with respect to the evaluation criteria

set forth in the RFP.

The initial evaluation criteria/factors and relative weights listed below will be used to

recommend selection of the Proposed Offeror or for the purpose of selecting Short-Listed

Offerors. The City may choose to award without engaging in interview discussion.

Proposals will be evaluated and scored by a committee consisting of at minimum [Insert Department names involved in evaluation here] personnel on the basis of the following criteria in combination with a scoring matrix.

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Weight** |
| Criteria Description (Example: Price) | % |
| Criteria Description | % |
| Criteria Description | % |
| Criteria Description | % |
| Criteria Description | % |
| Criteria Description | % |
| Criteria Description | % |
| TOTAL | 100% |

[This short-listed offerors section is optional, however, the above evaluation section should be altered if determined that the below section is eliminated.]

After identification of Short-Listed Offerors, the Owner may or may not decide to invite Short-Listed firms to interviews. If interviews are scheduled with the Short-Listed Offerors, previous evaluation and rankings are not carried forward. For the purpose of selecting a Preferred Offeror, the evaluation criteria will be given the following relative weights.

|  |  |
| --- | --- |
| **Interview Evaluation Criteria** | **Weight** |
| Criteria Description (Example: Technical Approach, Capability and Project Team/Staffing) | % |
| Criteria Description | % |
| Criteria Description | % |
| Criteria Description | % |
| TOTAL | 100% |

The City will make a final selection based on the evaluation committee’s recommendation and such other factors as the City deems to be in its best interest, which factors shall be recorded.

## 3.C Award Procedures

The City reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted initially on the most favorable terms. It is understood that any proposal submitted will become part of the public record.

A proposal may be rejected if it is incomplete. The City may reject any or all proposals and may waive any immaterial deviation in a proposal.

The City may accept that proposal that best serves its needs, as determined by City officials in their sole discretion.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.

At the Owner’s discretion, it will initiate negotiations with the Preferred Offeror. The “Preferred Offeror” is the Offeror that the Owner determines achieves the apparent best overall score/ranking. If the Owner is unable to execute a contract with the Preferred Offeror, negotiations with the Preferred Offeror may be terminated, and provided that such negotiation are terminated in writing, the Owner may proceed to negotiate with the next Preferred Offeror. The Owner will continue in accordance with this procedure until a contract agreement is reached or the selection process is terminated. Negotiations are at the Owner’s sole discretion.

The award document will be a Contract incorporating, by reference, all the requirements,

terms and conditions of the solicitation and the Offeror’s proposal as negotiated.

# IV. Preferred Specifications/Requirements

## 4.A General Information

[This section should be customized to meet the needs of a particular solicitation. There may be many sub-sections (4.B, 4.C, 4.D, etc.) that may apply to your solicitation depending on the specifications and related organizational structure of information that applies.]

The minimum specifications in this(these) section(s) are broken down into the areas in which they relate. Responding vendors must review the “Requirements” portion of each section and select “Yes” or “No” in the fields to the right as an indication of whether the vendor’s proposed response meets the requirement. While all specifications are preferred, exceptions may be made in some cases in situations where the intended purpose for a given requirement is met via an alternately acceptable and equally effective vendor proposal. Further details regarding exceptions should be thoroughly detailed in Section 4.I.

## 4.B General Requirements

|  |  |  |  |
| --- | --- | --- | --- |
| Number | Requirement | Yes | No |
| 1 | Insert Minimum Specification Requirement |  |  |
| 2 | Insert Minimum Specification Requirement |  |  |
| 3 | Insert Minimum Specification Requirement |  |  |
| 4 | Insert Minimum Specification Requirement |  |  |
| 5 | Insert Minimum Specification Requirement |  |  |
| 6 | Insert Minimum Specification Requirement |  |  |
| 7 | Insert Minimum Specification Requirement |  |  |
| 8 | Insert Minimum Specification Requirement |  |  |
| 9 | Insert Minimum Specification Requirement |  |  |
| 10 | Insert Minimum Specification Requirement |  |  |

## 4.C List of Vendor Exceptions and Related Proposals

|  |  |
| --- | --- |
| Exception Number from 1 thru 10 | Provide a thorough, clear explanation regarding why your company will be unable to meet this requirement. Additionally, provide an alternative proposal for how your company can effectively meeting this requirement via a different means. |
|  |  |
|  |  |
|  |  |
|  |  |
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|  |  |
|  |  |

## 4.D Other Information

Interested firms or consultant(s) are encouraged to submit a proposal covering all areas listed in the scope of work section of this RFP. However, the City of Hendersonville will consider proposals from offerors for separate segments of the project scope. It is the responsibility of each offeror to clearly state if their proposal is for the full scope or segments (list each) of the scope.

Although there are not currently plans to do so, the City reserves the right to award a contract to more than one firm or consultant.

# V. Additional City Requirements

## 5.A Insurances

Vendor shall maintain insurance from companies licensed to write business in North Carolina, with an A.M. Best rating of “A” or higher, and acceptable to City, of the kinds and minimum amounts specified below.

The vendor awarded this contract shall maintain all required insurances as listed below the entire time of the contract.

* Workman’s Compensation Insurance
	+ The successful vendor shall maintain during the life of the contract all Workmen’s compensation insurance as is or may be required by Laws of North Carolina.
* Automobile Liability Insurance
	+ Insurance for all vehicles used in the performance of this contract must be in place at minimum in amounts of at least $300,000.00 per person and $500,000.00 per occurrence for personal injury and wrongful death; and at least $100,000 for property damage; and medical payment coverage of at least $5,000.00 per occurrence.
* Professional Insurance
	+ Contractor shall also maintain professional liability insurance with minimum limits of $1,000,000.00 per occurrence, combined single limit for bodily injury and property damage coverage, and shall include premises and operations, independent contractors, products and completed operations, contractual liability, and broad form property damage. The City shall be named as an additional insured on each of said insurance policies. Contractor shall furnish copies of all such policies and all renewals, terminations, and alterations to the City on a current basis.

## 5.B Certificates and Notice of Cancellation

Before commencing work under this contract, Contractor shall furnish City with certificates of all insurance required below. Certificates shall indicate the type, amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement:

"The insurance covered by this certificate must have a notice endorsement providing that insurance will not be cancelled or materially altered, **except after thirty (30) days written notice** has been received by City".

## 5.C Indemnify the City

Contractor agrees to protect, defend, indemnify and hold the City, and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, recoveries, costs, charges, and other expenses or liability of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and or the performance hereof. Contractor further agrees to investigate, handle, respond to and provide defense for any such claim at his sole expense.

## 5.D Termination of the Contract

The City reserves the right to cancel the contract by giving a sixty-day written notice. This is in addition to a fiscal year end cancellation caused by lack of funding. Any cancellation as described herein will not be considered a breach of contract and will not be subject to penalty payments other than removal charges.

## 5.E Administrative Requirements

* Vendor must provide a single designated account manager to work with the City as a point of contact who will have full authority over the contract, equipment and personnel who will be assigned to the City. This individual should have experience in the copier business with a background in service, sales, and management. Also, include the number of additional personnel and their responsibilities who will be assigned to the City.
	+ Designated Account Point of Contact:
		- Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
		- Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
		- Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* The vendor must provide one invoice emailed to the appointed City Contact. The City prefers to be billed on a monthly basis for all transaction costs and related fees. The invoice shall at minimum include the following info:
1. Invoice number
2. Bill date
3. Department Name and Location

# VI. Reference List

References for which you have done business in the last (3) three years. Preferred consideration will be made for City/City entities).

Name of Contact Company Name Phone # Email Address Title of Project

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

# VII. Bid Response Sheet

[Insert RFP Title Here]

City of Hendersonville, North Carolina

Bid furnished by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tax ID# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I (we) have carefully examined the Bid Information, reviewed the Bid Specifications, and all Addenda and therefore furnish the bid proposal as shown below.

**BID PROPOSAL**:

**Include List of Product/Software/Services Provided Below and Proposed Price.**

|  |  |
| --- | --- |
| Product/Software/Service | Proposed Price |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

**Attach additional sheets if necessary.**

**The City will not award this contract based on the location of the vendor; however, every effort will be made to encourage qualified local vendors and suppliers to compete for City business.**

**Please attach additional proposals as separate pages added to the bid response. Include both a summary and detail.**

 **Name of Point of Contact dedicated to the City of Hendersonville:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Phone Number Email Address Title

**Additional personnel and responsibilities who will be dedicated to the City:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Phone Number Email Address Responsibility

Date of Bid Proposal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Authorized signature*

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The following signatures acknowledges vendor receipt of all RFP addenda. Failure to sign this portion of the bid will result in an irresponsive bid proposal.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Authorized signature*

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