



REQUEST FOR PROPOSALS

Tower Space Management

2011-3114-1524

December 22, 2010

City of Newport News

OFFICE OF THE PURCHASING DIRECTOR

2400 Washington Avenue

Newport News, VA 23607

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

www.nngov.com/purchasing

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

Scope of Work: To represent the City of Newport News' interests in soliciting, engaging, and managing tower space users ("tenants") on various City owned radio/cell tower and like structures. Management services shall include, but not be limited to: acquiring new tenants for vacant space, negotiating for new space, and evaluating various rental proposals.

Proposal Due: **January 14, 2011 @ Close of Business (COB)**

Contract Officer:

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

AN ORIGINAL AND THREE (3) COPIES OF YOUR SUBMITTAL ARE REQUESTED

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

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

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

Conditions and Instructions

Rev. 10-08-2010

1. All proposals shall be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the offeror may attach a letter hereto that will be made a part of the proposal. In case of conflict, the proposal may be deemed non-responsive. The City's published specifications shall supersede any additional writings submitted with the offer. Such writings should be clearly marked and noted on the exception page.
2. It will be the responsibility of the offeror to see that its proposal is in this office by the specified time and date. Date of postmark will not be considered. Telephone, electronic, fax, and verbal offers will not be accepted.
3. Prices, if requested, should be stated in units of quantity specified, less federal, state, and local taxes.
4. The offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person or firm submitting a proposal for the same product or service and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment as well as civil damages.
5. In event of breach by the offeror, the City reserves the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each Department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
7. **Hold Harmless and Indemnification:** The offeror shall defend, indemnify and hold the City, and City's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the offeror, its employees, agents, and volunteers, or incurred by or claimed against the City, City's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the offeror. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanctions or civil penalties, incurred by the City due to the negligent, fraudulent or criminal acts of the offeror or any of the offeror's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the offeror. Unless otherwise provided by law, the offeror indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the offeror under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.
8. The offeror agrees to defend and save the City, its agents, officials, employees, and volunteers, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the offeror is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
9. All proposals must be signed with the firm name and by an authorized officer or employee. The offeror agrees that it will perform all services and provide all goods in strict conformance with the contract documents.
10. By signing this proposal, the offeror assigns to the City of Newport News any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this offer. This provision is remedial in nature and is to be liberally construed by any court in favor of the City of Newport News.

11. Appeals Procedure: Upon request, administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusals to allow withdrawal of proposals, appeals from disqualifications and determinations of non-responsibility and appeals from decisions or disputes arising during the performance of a contract. To be timely, all appeals shall be made within the time periods set forth in the City Code.
12. **Non-Discrimination:** During the performance of this contract, the successful offeror agrees as follows:
- It will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonable necessary to the normal operations of the offeror. The offeror agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - The offeror will be and state that it is an equal opportunity employer in all solicitations or advertisements for employees.
 - Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The offeror will include the provisions of the foregoing paragraphs, (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

During the performance of this contract, the offeror agrees to (i) provide a drug-free workplace for the offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the offeror that the offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this subsection, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to an offeror in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. **This public body does not discriminate against faith-based organizations**
14. **Direct contact with City Departments, other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the contracting officer.**
15. Assignment of Contract: A contract shall not be assignable by the offeror in whole or in part without the written consent of the City of Newport News.
16. If authorized by the offeror, the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful offeror(s). The City of Newport News acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the offeror's responsibility to notify the jurisdictions of the availability of contract(s). Offerors not desiring to sell to other jurisdictions under this clause shall so indicate in their response.
17. **Governing Law and Venue:** This solicitation and any resulting contract is subject to the laws of the Commonwealth of Virginia and the Newport News City Code. Any litigation with respect thereto shall be brought in the courts of the City of Newport News, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division.

- 18. These Conditions and Instructions shall be applicable to the extent that they do not contradict the terms and/or instructions on the following pages.
- 19. **The offeror certifies that it does not and shall not during the performance of the contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.**
- 20. All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Number or Statement: _____

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

- 21. If City Hall is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.
- 22. If you have obtained this solicitation from our web page or from a source other than directly from the City of Newport News, it is the offeror’s responsibility to check with our office prior to submitting your offer to ensure that you have a complete, up-to-date package. The Purchasing Department takes no responsibility to ensure any interested offeror has obtained any outstanding addenda.

The original copy maintained at our offices, in the bid/proposal file folder, shall be considered the official copy. In the case of any inconsistency between bid/proposal documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the offeror, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the offeror may be cause to disqualify your bid/proposal.

- 23. **Contractor's License:** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia for a contractor who performs or manages construction, removal, repair, or improvements when the total value referred to in a single contract or project is:

Seventy thousand dollars (\$70,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is five hundred thousand dollars (\$500,000) or more shall show evidence of being licensed as a **Class A Contractor**.

Seventy-five hundred dollars (\$7,500) or more, but less than seventy thousand dollars (\$70,000) or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than five hundred thousand dollars (\$500,000) shall show evidence of being licensed as a **Class B Contractor**.

Over one thousand dollars (\$1,000) but no more than seventy-five hundred dollars (\$7,500) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is no more than one hundred and fifty thousand dollars (\$150,000) shall show evidence of being licensed as a **Class C Contractor**.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditioning contractors.

A valid business license from the City may be required. The offeror shall complete whichever of the following notations as appropriate:

"Licensed Class A Virginia Contractor No. _____."

"Licensed Class B Virginia Contractor No. _____."

"Licensed Class C Virginia Contractor No. _____."

24. Payment Terms:

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

25. Termination by the City or the Offeror, or both, for convenience:

A. For all contracts other than professional service agreements:

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

In addition, if the contract is an extended term contract, after completion of the first contract period, either party may terminate the contract without penalty or financial obligation, except that the parties remain liable for performance of all terms, conditions, and obligation through the date of termination. Written notice of termination shall be given to the other party a minimum of thirty (30) days prior to its effective date.

B. For professional service agreements:

Refer to the provisions contained in the professional services agreement regarding termination.

26. Termination of Cause (Applicable to contracts other than professional services agreements):

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

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

27. These Conditions and Instructions are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions, which an offeror requests or intends to be considered, must be submitted

with the proposal for consideration and negotiation into a final contract document prior to an award. Contractual documents submitted by the successful firm after an award will not be accepted.

28. Failure of the offeror to perform the contract by reason of our non-acceptance of additional conditions submitted after the award, shall result in termination of the contract by the City, and may result in debarment of the offeror for a period of up to three years. Such actions taken by the City shall not release the offeror from additional remedies available to the City, which are allowed by law.
29. **Records and Inspection:** The offeror shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The offeror's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days notice to offeror by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the offeror pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the offeror's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits.
30. **Severability:** If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
31. **Rights and Remedies Not Waived:** In no event shall the making by the City of any payment to the offeror, or the waiver by the City of any provision under this contract including any obligation of the offeror, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the offeror, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any rights or remedies available to the City.
32. **Independent Contractor:** The offeror and any employees, agents, or other persons or entities acting on behalf of the contractor shall act in an independent capacity and not as officers, employees, or agents of the City.
33. **Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
34. **Conflict:** In the event of a conflict between the contract documents including these Conditions and Instructions, and the terms of a purchase order or related document issued by the Department of Purchasing, the contract documents shall control.

A final contract including a professional services agreement incorporates, and is subject to, the terms and conditions contained in the underlying request for proposals, and any addenda and attachments thereto. In the event of a conflict between the contract or professional services agreement and the request for proposals, addenda, and attachments thereto, the contract or professional services agreement shall control.

35. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of six (6) months or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount. **Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the acts or omissions of the City due to causes within the City's control, the above waiver or release shall not apply.**

SMALL, MINORITY, WOMEN-OWNED BUSINESS OBJECTIVES

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from City contracts.

Complete the following information and return the form with your package.

1) If you are a SBE, MBE or WBE, please check one of the following boxes:

SBE **MBE** **WBE**

2) In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE** Dollars to be Sub-contracted \$ _____

Total **MBE** Dollars to be Sub-contracted \$ _____

Total **WBE** Dollars to be Sub-contracted \$ _____

3) If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

GENERAL

The City of Newport News (“City”) is interested in receiving proposals from qualified offerors (“Contractor”) to represent the City of Newport News’ interests in soliciting, engaging, and managing tower space users (“tenants”) on various City owned radio/cell tower and like structures. The City leases certain tower space to paying tenants and is looking for an agency to:

- Acquire tenants for available vacant space.
- Oversee the City’s interest in negotiations for available vacant space.
- Oversee the City’s interest in renegotiations for space currently utilized.
- Review engineering data regarding the structural integrity, radio frequency (RF) interference possibilities, and RF safety aspects of the various rental proposals.
- Resolve tenant problems that arise during the course of the lease.

The City will compensate the successful agent for their services pursuant to this agreement. The City will provide the successful offeror with a detailed inventory of the space/structures to be managed under this contract.

BACKGROUND

The City of Newport News currently manages ten (10) separate telecommunications leases; seven (7) leases for equipment on three (3) different towers, and three (3) leases are ground leases. Current tenants include major telecommunications providers (e.g., Verizon, AT&T/New Cingular), smaller providers, and other government agencies. Depending on the number of lease terminations, existing lease renegotiations, and new lease negotiations which occur during a particular year, the estimated annual revenue generated ranges from \$150,000 - \$200,000.

SCOPE OF SERVICES

The successful agent will seek tenants to fill any vacant marketable space within the inventory provided by the City. The successful agent will:

- Assist with lease negotiations/renegotiations and protect the interests of the City of Newport News.
- Review and make recommendations (via a Certified Professional Broadcast Engineer [CPBE]) regarding the radio frequency (RF) interference analysis, the structural integrity analysis, and the RF safety analysis that may be required in the lease and advise the City of any impacts they may have on current operations, future commercial rental space, and current and future City safety infrastructure needs.
- Work to resolve tenant problems that arise during the course of the lease. The types of problems which may be encountered could include, but are not limited to: interference issues, payment issues, insurance issues, maintenance issues, or unauthorized changes made by the tenant.
- Assist with renewal efforts and any requests for lease amendments.

The City reserves the right to approve new tenants and all lease terms prior to any commission being paid to the agent. The City reserves the right to reject any new lease if at the City’s sole discretion the City determines that the lease is not in the best interest of the City of Newport News.

The successful agent shall provide an annual report to the City, which outlines the current market conditions in the area for tower space. The report shall as a minimum, provide a summary of area lease rates, and a summary of regional market trends, which will include: percent of idle space in the area, identification of new communications services seeking space, and an outline of industry trends in tower space tenants.

The successful agent will operate a facility within a thirty (30) mile radius of any City of Newport News tower location.

The City will be the billing agent for collections. However, the agent will be required to assist in with the collections efforts from past due accounts. The agent will also be responsible to assist with obtaining satisfactory insurance certificates from the tenants.

The successful agent will have the exclusive right to represent the City in leasing available space on City-owned tower properties. However, the City is obligated to pay a reduced fee for renegotiation, coordination, and maintenance of current leases acquired by the City, and may require reduced rental rates for other government agencies.

CONTRACT TERM

The contract with the successful agent shall be in effect for one (1) year from the date of award with options to renew at the City's sole discretion, for up to (4) four additional years in one (1) year increments.

PRICING

Pricing shall be fixed as a percentage of revenues actually received by the City for each of the following types of arrangements:

- Existing commercial leases already in place by the City of Newport News but managed by the agent.
- Current and future leases to other government agencies.
- New commercial leases brought to the City by the successful agent.

QUESTIONNAIRE

Please incorporate a response to each question in your proposal.

- A. How long has your company been in business? In the Hampton Roads area?
- B. Has your company ever been terminated on a contract? *(If yes, provide details on a separate sheet.)*
- C. Has your company ever been debarred? *(If yes, provide details on a separate sheet.)*

- D. Describe three major accounts you currently support. Include a description of the equipment supported, location, client, level of services supplied for the client, and the approximate dollar value per year.
- E. Would the City of Newport News be your only customer in the region? If you represent multiple customers in the area explain how you determine customer priority and how you resolve conflicts of interest between clients.
- F. Provide a brief resume of the principal management agent which will handle the City. If the technical and engineering reviews are to be completed by others please include their resume also.
- G. What is the proximity of your facility to Newport News?
- H. How would new marketable tower space be incorporated within your proposal?

SUBMITTALS

Submit *one* original (conspicuously marked “ORIGINAL”) and *three* (3) complete copies of your proposal. Proposals shall be typed, bound, and organized in a single volume. All pages should be numbered. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. To be considered substantive, the proposal must respond to all requirements of the RFP. Provide any other information thought to be relevant to the RFP and your capability to provide services requested. The following information/documents shall be included in the proposal package to be considered *responsive* to the Request for Proposals:

- A. Introduction: A signed introduction (cover) letter, and the entire **Request for Proposal** (RFP) document with any addenda acknowledgements filled out, initialed and signed as required. The person that signs the RFP shall have the authority to negotiate the full scope of services on behalf of the organization and shall be authorized to bind the contract to the terms and conditions of this RFP.
- B. Statement of **Understanding**: Include all responses to the QUESTIONNAIRE section.
- C. **Resumes** of key personnel that will be assigned
- D. Company **history** as it pertains to similar contracts with other municipalities, counties, or state agencies.
- E. **Fees/Pricing**. Use the pricing structure described in the PRICING section on page 9. What are your payment terms?

_____ (Please see Conditions and Instructions, paragraph 24).
- F. Provide at least three (3) client **references** *from similar contracts*. Use the reference form provided on page 12.

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

- Proposal for Tower Space Management
- Name of Offeror
- Address of Offeror
- RFP Number (see cover)
- Receipt and Closing Date (see cover)

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

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

From the time the proposal is first advertised to the time a contract is signed, all offerors or contents of any proposal must be kept confidential. All proposals submitted under this RFP (including all documents, schedules, reports, plans and other attachments) shall become the property of the City of Newport News and will not be returned (see *Trade Secrets/Proprietary Information* page 15).

***REFERENCES**

Please provide a minimum of 3 similar contracts your firm has been responsible for within the past 5 years. Provide a brief overview of the type leases and tenants involved.

NAME AND ADDRESS OF THE CONTRACTING ENTITY; BRIEF OVERVIEW

-1-

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

NAME AND ADDRESS OF THE CONTRACTING ENTITY; BRIEF OVERVIEW

-2-

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

NAME AND ADDRESS OF THE CONTRACTING ENTITY; BRIEF OVERVIEW

-3-

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:

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

EVALUATION CRITERIA

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm who provides, in the sole opinion of the City, the best proposal to the herein described needs of the City. The proposal will be evaluated on the following criteria (*Listed in order of importance*):

1. Experience – Prior experience in the managing of tower space, developing lease agreements, and attracting tenants, with an emphasis placed on experience working with a government institution.
2. Capability and Skill – Profiles of the project management and technical review personnel to include training, applicable certification(s), and prior experience with tower management and review.
3. Understanding – Demonstrated understanding of the Scope of Work, the procedures used in leasing tower space, and the ability to follow the City’s direction.
4. Proposed fee/costs associated with your firm to provide desired services, including renewals, renegotiations, and ongoing management of the leases.
5. Feedback from references
6. Proximity – ability to be on site as necessary to monitor tenant compliance with the lease and availability to work with City staff as necessary.

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

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

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

METHOD OF SELECTION

Proposals will be evaluated and interviews scheduled with selected firms in accordance with “Contracting for other than professional services” method of selection outlined in the Code of Newport News, Virginia Section 2-570.2. Details can be accessed at:

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

AWARD

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

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

QUESTIONS

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

DIRECT CONTACT

Direct contact with any City employee, including the Department of Development without the expressed permission of the Director of Purchasing or his designated representative, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of your proposal.

DEBRIEFING

The City Code requires that in the RFP process all information as to persons or firms making offers or the contents of any offers is kept confidential. This information can only be given out after an award or decision to award has been made.

After an award is made, or the decision to make an award is made, the file is available in the purchasing department for public review. Request a review time during normal business hours, 8 – 5, Mon-Fri.

TRADE SECRETS/PROPRIETARY INFORMATION

Trade Secrets or Proprietary information submitted by an offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not “proprietary” or “confidential”.* They are considered public information. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

Please mark one:

No, the submittal I have turned in does not contain any trade secrets and/or proprietary information.

Yes, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled “PROPRIETARY INFORMATION” in **red** ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary.**
