



REQUEST FOR PROPOSALS

City of Hampton

ISSUING OFFICE:

Consolidated Procurement Div.
1 Franklin Street, Suite 345
HAMPTON, VA 23669
TELEPHONE: (757) 727-2200
FAX: (757) 727-2207

DATE: October 16, 2007

Attention of Offeror is Directed To Section
2.2-4367 to 2.2-4377 Code of Virginia
(Ethics In Public Contracting)

SEALED PROPOSALS will be received in the Issuing Office above until Closing Date and Closing Time as specified in this solicitation including any addenda issued by this office. The City of Hampton is not responsible for late delivery by U.S. Postal mail or other couriers. All inquiries for information regarding this Request for Proposal are to be directed to the Issuing Office as defined herein.

COMMODITY: Consulting Service, Economic NIGP CODE: 918-49

PLEASE FILL IN OFFEROR'S NAME & ADDRESS
IN THE SPACES PROVIDED BELOW:

THIS IS NOT AN ORDER

RFP ITEM NO. 08-321668/D
PROCUREMENT OFFICER Doris McRae CPPB
CLOSING DATE November 16, 2007
CLOSING TIME 4:00 P.M. EST
PREPROPOSAL CONFERENCE NONMANDATORY DATE: October 26, 2007 TIME: 10:00 A.M.

CITY OF HAMPTON, HEREAFTER REFERRED TO AS THE CITY, RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITIES IN THE COMPETITIVE NEGOTIATIONS PROCESS. FURTHER, THE CITY RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN ITS BEST INTEREST. THE ENTIRE CONTENTS OF THE REQUEST FOR PROPOSALS, ANY ADDENDA, OFFEROR'S PROPOSAL AND NEGOTIATED CHANGES SHALL BE INCORPORATED BY REFERENCE INTO ANY RESULTING CONTRACT.

THE CITY OF HAMPTON DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

Economic Consulting Service

The City of Hampton is seeking proposals from qualified consultants to undertake a thorough analysis of Hampton University and the City of Hampton, Virginia and provide strong, supportable opinions of the University's current and future economic impact on the City.

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1____ #2____ #3____ #4____ (Please Initial)

IN COMPLIANCE WITH THIS SOLICITATION AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION. THE FOLLOWING SECTION SHALL BE SIGNED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

Authorized Agent:

_____ Signature	_____ Type or Print Name
_____ Email Address	_____ Company FEI/FIN#

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ANTI-COLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE REQUIREMENTS

ANTI-COLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID OFFEROR DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED OFFEROR HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, CITY HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS PROPOSAL.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE SUCCESSFUL 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 SUCCESSFUL OFFEROR'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 SUCCESSFUL OFFEROR THAT THE SUCCESSFUL 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 SUSUCCESSFUL OFFEROR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A SUCCESSFUL OFFEROR IN ACCORDANCE WITH FEDERAL LAW, 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.

EMPLOYMENT DISCRIMINATION BY THE SUCCESSFUL OFFEROR SHALL BE PROHIBITED:

1. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES AS FOLLOWS:
 - a. THE OFFEROR, SHALL 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 SUCCESSFUL OFFEROR. THE SUCCESSFUL OFFEROR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - b. THE SUCCESSFUL OFFEROR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL OFFEROR, SHALL STATE THAT SUCH SUCCESSFUL OFFEROR 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 THE REQUIREMENTS OF THIS SECTION.
2. THE SUCCESSFUL OFFEROR WILL INCLUDE THE PROVISIONS OF THE FOREGOING PARAGRAPHS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of OFFEROR:

Date: _____ Authorized Signature _____

Printed Name: _____ Title: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Federal Tax Identification Number/Social Security Number: _____

Is Offeror a "minority" business? Yes No If yes, please indicate the "minority" classification below:
African American Hispanic American American Indian Eskimo Asian American Aleut Other; Please Explain:
Is Offeror Woman Owned? Yes No
Is Offeror a Small Business? Yes No
Is Offeror a Faith-Based Organization? Yes No

I. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit interest from qualified consultants to undertake a thorough analysis of Hampton University and the City of Hampton, Virginia and provide strong, supportable opinions of the University's current and future economic impact on the City.

II. BACKGROUND

For 139 years, Hampton University has been educating people to be scholars and leaders. Hampton University provides a broad range of technical, liberal arts, pre- professional, professional, and graduate degree programs and has over 6,000 students enrolled. During the last few decades, the University has built an environment that produces research rivaling that of major universities across the nation.

The University is well known for its School of Pharmacy and recently broke ground on the Hampton University Proton Therapy Institute. Proton therapy is widely recognized as the most precise form of cancer treatment available. It is able to target the tumor directly, and as a result leaves healthy tissue unharmed. Patients who undergo this form of treatment have been able to maintain their normal schedules with little to no side effects.

Hampton University is home to a number of exceptional research centers including the Virtual Parts Modeling and Simulation Center, the Center for Atmospheric Sciences, Center of Advanced Medical Instrumentation, the Aero Propulsion Center, the Data Conversion and Management Lab, the Center for Laser Spectroscopy and Science and the Center for the Study of the Origin and Structure of Matter. It is located in Hampton Virginia's downtown area on the waterfront.

The City of Hampton, Virginia is a land locked community of approximately 53 square miles with a population of about 146,000. Hampton is located roughly 75 miles southeast of Richmond, the State capitol, and 175 miles south of Washington, DC. The City is an integral part of the nation's 33rd largest Metropolitan Statistical Area (MSA) and the fifth largest MSA in the Southeast United States.

Hampton University has asked the City of Hampton to invest in its future. The purpose of the City making the investment is to ensure the University continues to contribute significantly to the economy of Hampton. By building a better understanding of the strengths of Hampton University and how its continued growth could have a strong economic benefit to the City, Hampton will be better positioned to compete regionally, nationally and internationally.

III. SCOPE OF WORK (Sample)

A. General Requirements:

Request for Proposals (RFP) is to solicit interest from qualified consultants to undertake a thorough analysis of Hampton University and the City of Hampton, Virginia and provide strong, supportable opinions of the University's current and future economic impact on the City.

B. Specific Requirements:

The following are specific services the contractor must provide:

- 1) Develop a thorough analysis of Hampton University's strengths, the current capabilities of such and related plans and future opportunities.
- 2) Provide details as to the current and potential economic benefit of Hampton University's strengths to the City of Hampton.
- 3) Develop a thorough analysis of the City of Hampton's strengths, the current capabilities of such and related plans and future opportunities.

- 4) Provide details as to the current and potential economic benefit of the City's strengths.
- 5) From these analyses, identify and recommend funding actions by the City to Hampton University that would assist Hampton University in accomplishing its goals and yield significant economic benefit to the City.
- 6) Supporting documentation shall be attached in appendices.

IV. SPECIAL INSTRUCTIONS TO THE OFFEROR

C. Definitions:

Issuing Office:

Wherever used in this Request for Proposal, Issuing Office will be:

Consolidated Procurement Division
Community, Municipal Services/Education
Doris McRae, CPPB
Senior Buyer
1 Franklin Street, Suite 345
Hampton, VA 23669
Phone: (757) 727-2200
Fax: (757) 727-2207
Email: dmcrave@hampton.gov

City of Hampton Contract Administrator:

Wherever used in this Request for Proposal and for purposes of any notices under this contract, the City Contract Administrator will be:

Ellen Templeton, Senior Business Development Manager
1 Franklin Street, Suite 600
Hampton, VA 23669
757 727-6237 Phone)
757 727-6895 (Fax).
Email: etempleton@hampton.gov

D. Contact with City Staff, Representatives, and/or Agents:

Direct contact with City staff, representatives, and/or agents other than Consolidated Procurement Division staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent or designated representative.

E. Pre-Proposal Conference:

A **pre-proposal conference** will be held on **Friday, October 26, 2007 at 10:00 a.m.** in the City of Hampton, Department of Economic Development conference room 1 Franklin Street 6th floor, Hampton Virginia 23669. If you who are unable to attend the pre-proposal conference in person and would like to be part of the meeting by telephone, please call our office (757.727.6237) no later than **12:00 a.m., Thursday, October 25, 2007** to be included. Any changes determined necessary as a result of this conference or any other source that may affect the responses to the Proposal will be formally addressed by the Issuing Office via addenda. Attending this conference is not mandatory, but is advisable.

F. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office, must contact the Issuing Office and provide Offeror's name, address, contact person, telephone and fax number, and the RFP Item Number. Offeror will be added to the City Planholders' list and will receive notification of any addenda to the RFP.

G. Questions:

Offerors must submit questions regarding the Request For Proposal in writing to the Issuing Office at (757) 727-2207 no later than **4:30 PM EST October 31, 2007**. Necessary replies will be issued to all Offerors of record as

addenda that shall become part of the contract documents. Oral instructions do not form a part of the Proposal documents.

Offeror is responsible for checking the [Hampton/bids-contracts](#) web site or contacting the Issuing Office within 48 hours prior to Proposal closing to secure any addenda issued for this RFP.

H. Changes or Modifications:

Changes or modifications to this Request for Proposals made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Offerors are to acknowledge receipt of addenda in the space provided on the cover page of this Request for Proposal. Oral communications are not a part of the Proposal documents. This RFP and any addenda shall be incorporated, by reference, into any resulting contract.

I. RFP Closing:

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this Information for Proposal. Proposals received after the specified date and time (time stamped **4:01 P.M. or later**) will not be considered and will be returned to the Offeror unopened.

J. Proposal Submittal Requirements:

1. Each Proposal submission shall be submitted to the Issuing Office and shall include the following documents:
 - a. The cover page of this Request for Proposal, which will contain:
 - 1) Original signature of an agent authorized to bind the company;
 - 2) Requested contact information;
 - 3) Company FEI/FIN number; and,
 - 4) Acknowledgment of any addenda on page one (1);
 - (5) In order to be considered for selection, each respondent must complete a response to this RFP and submit one (1) original, so marked, and four (4) copies of the proposal **no later than 4:30 p.m.,** Friday, November 16, 2007.
 - b. Completed and signed anticollusion/nondiscrimination clauses on page 2;
2. Offerors are encouraged to submit their Proposals on recycled paper and to use double-sided copying.

Proposals must be submitted utilizing the following requirements:

- a. Offerors shall submit proposals in a sealed envelope or package, and label the envelope or package with the Request for Proposal's item number and the name and address of the Offeror. **Proposals received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted.**
- b. In order to be considered for selection, each respondent must complete a response to this RFP and submit one (1) original, so marked, and four (4) copies of the proposal **no later than 4:30 p.m.,** Friday, November 16, 2007.
- c. All proposals shall be received and time stamped in the Issuing Office no later than the Closing Date and Time shown on the cover page of this Request for Proposal. Any proposal received after the specified date and time (**4:01 PM EST or later**) will not be considered and will be returned to the Offeror unopened.
- d. Proposals should be organized in the order in which the requirements are presented in the RFP. The proposal should contain a table of contents and all pages of the proposal must be numbered. Emphasis should be placed on completeness and clarity of content. Therefore, it would be helpful to repeat the text of the requirement as it appears in the RFP before each response. Proposals not organized in this manner will risk elimination from consideration.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. Information that the respondent desires to present that does not fall within any of the requirements set forth in the RFP should be inserted in an appropriate place or be attached at the end of the proposal and designated as additional material.
- f. RFP respondents may be required to give an oral presentation of their proposal to the Department of Economic Development. This will provide respondents with an opportunity to clarify or elaborate on their proposal. The oral presentations will only be used as a fact finding and explanation session and will not involve negotiation. Oral presentations are at the option of the Department and may or may not be conducted.

- g. Ownership of data, materials, and documentation originated and prepared for the Department of Economic Development pursuant to this RFP shall belong exclusively to the City of Hampton.
- h. Proposals must include all elements noted in the "Preparation of Proposals" section below.
- i. Include a statement setting forth the basis for protection of proprietary information, if any, as detailed in the "Proprietary Information/Disclosure" section.
- j. Proposals are to be organized in the following tabs:
 - Tab 1 – Experience
 - Tab 2 – Services to be provided
 - Tab 3 – Capabilities and Skills
 - Tab 4 – Costs (Submit in a Sealed Envelope)
 - Tab 5 – Exceptions
 - Tab 6 – Proposed alternatives to City requirements

K. Evaluation of Proposals:

1. After the proposal opening, City will select for further consideration two or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on Offerors' responses to the information requested in this RFP.
2. The following criteria will be used in the evaluation process:
 - a. Specific plan and methodology to be used to perform services
 - b. Qualifications, demonstrated successes and experience of contractor in providing services
 - c. References from clients
 - d. Cost of providing services (Price in sealed envelope)
3. Exceptions/Alternatives will also be considered.
4. Based on the initial evaluation, the City may request the selected Offerors to make oral presentations. Thereafter, City will conduct negotiations with each of the selected short-listed Offerors. Individuals representing the Offeror during negotiations shall have the authority to negotiate and contractually bind the company to a contract.
5. After negotiations are completed, City will select the Offeror who, in City's opinion, has made the best proposal and shall award the contract to that Offeror (referred to in this RFP as the Successful Offeror). Should 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 than the others under consideration, a contract may be negotiated and awarded to that Offeror.
6. City is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

L. Presentation/Demonstration:

If in the City's opinion, vendor presentations or demonstrations of the Offeror's proposed system's features and capabilities are warranted, City will notify the appropriate vendors. Such presentation or demonstration will be at a City site at a date and time mutually agreed to between the City and Offeror and will be at the Offeror's expense.

M. Preparation of Proposals:

In presenting their proposals, Offerors are encouraged to be thorough in addressing the **Specific Requirements**, the **Preparation Guidelines**, and the **Proposal Submittal Requirements** as outlined in this RFP.

To facilitate the City's evaluation of Offeror's proposal, Offeror is to number all pages of its proposal and provide tabs as indicated above. **Offeror must fully address each of the following items and submit proposals using the following format:**

1. Experience - Provide a concise description of all work experiences as they relate to the scope of work outlined herein. Said description should include, but not be limited to:
 - Offeror's established experience record in providing comparable services to organizations similar to the City of Hampton.
 - Number and types of customers the Offeror has served with comparable services.
 - Number of years Offeror has been providing these types of services.

A **minimum** of five (5) references for which Offeror has completed services comparable to those described in this RFP. Include references for work performed in an environment comparable to City's. For each reference, detail:

Name of firm;

Address of firm;

Name, title, address, e-mail address, and phone and fax number of a contact for the firm;

Number of years Offeror has served the firm; and

Brief summary of scope of services provided.

Information detailing projects of similar scope Offeror is currently engaged in, including:

Name of firm;

Address of firm;

Name, title, address, e-mail address, and phone and fax number of a contact for the firm;

Number of years Offeror has served the firm; and

Brief summary of scope of services being provided.

Other available documentation to verify Offeror's experience.

A statement detailing why the Offeror is the best candidate to provide the City with the services requested in this RFP.

2. Capability and skill - Describe the qualifications and skills of the organization to provide the services. Said description should provide, but not be limited to, the following information:

Background information about the organization, e.g., philosophy, ownership, size, facilities and locations, etc.

Offeror's management structure of the firm -- e.g. organization chart of the firm, project team, etc.

Size and location of the office that will serve the City;

Offeror's qualifications to perform the services, including all resources available to Offeror for the performance of the contract.

Qualifications and resumes of the design team and other employees who will be managing and performing the services under this contract. Projects of individual team members may be submitted.

Name, title, address, e-mail address, phone and fax numbers, and work hours of the Offeror's Contract

Representative for the following functions:

Contact for prompt contract administration upon award of the contract;

Contact during the period of evaluation;

Authorized agent to accept any notices provided for in this contract.

Indicate the type of organization you represent, i.e. individual, partnership or corporation. If the Offeror is a corporation, list the names of the President, Vice-President, Secretary, Treasurer and all principals. If the Offeror is a partnership, include the names of all principals or partners.

A detailed history of all mergers or acquisitions.

A copy of the certificate verifying the firm is registered to do business in the Commonwealth of Virginia.

A detailed list of contractor licenses held, including license class and number.

Offeror's current financial condition. Provide supporting documentation and audited annual reports for the past three (3) years. If company is privately held, supply sufficient information to document the company's financial status and capability to perform under this contract. Include any financial ratings held by the firm.

If Offeror intends to subcontract any part of the work under this contract, indicate services to be subcontracted and subcontractor(s) to provide said services.

3. Services to be Provided - Provide a detailed description of the services to be provided under this contract. Said description is to address, at a minimum:

An introduction - An overview of Offeror's understanding of the scope of work and services to be provided.

Best practice approaches to providing services to the CITY that enhance efficiency and effectiveness.

Innovative solutions will be considered by the CITY.

EACH of the **Specific Requirements** set forth under the **Scope of Work** specified in this RFP.

A detail of any assistance, equipment, or other items the Offeror will require the CITY to furnish under this contract.

A statement explaining why the Offeror's proposed solution would be the most advantageous to the City.

Describe the one attribute that places the Offeror ahead of the competition.

4. Price

Offeror's prices will be subject to negotiations.

After negotiations and award of this contract, Successful Offeror's pricing for the services provided under this contract shall be a firm fixed-price during the term of the contract and any extensions.

5. Exceptions/Alternatives - Detail any exceptions taken to the **Scope of Work** and **Terms and Conditions** sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken. Offeror is not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this RFP.

N. Cost of Responding:

This solicitation does not commit the City to pay any costs incurred by the Offeror or any other party in the preparation and/or submission of proposals or in making necessary studies or designs for the preparation thereof, nor is the City obligated to procure or contract for such services.

V. GENERAL TERMS AND CONDITIONS

O. Contract Document:

This RFP, its addenda, Successful Offeror's proposal, any additional information requested, and negotiated changes and will constitute the final contract hereafter referred to as this "contract". These documents will be incorporated by reference into the City purchase order awarding this contract. This contract shall be governed by the contract documents in the following order of precedence:

1. This RFP document;
2. Any negotiated changes to the foregoing documents; and
3. Offeror's proposal

P. Proposal Binding For One-hundred Twenty (120) Days:

Offeror agrees that its Proposal shall be binding and may not be withdrawn for a period of one-hundred (120) calendar days after the scheduled closing date of this Request For Proposals.

Q. Proprietary Information/Non-Disclosure:

Offeror is advised that the Virginia Public Procurement Act (Section 2.2-4342, Code of Virginia, 1950 as amended) shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall:

1. Invoke the protections of this section prior to or upon submission of the data or other materials,
2. Provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary.
3. Submit trade secrets or other proprietary information under separate cover in a sealed envelope clearly marked "**PROPRIETARY**".
4. Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes.
5. CITY reserves the right to submit such information to the CITY attorney for concurrence of the Offeror's claim that it is in fact proprietary.
6. References to the proprietary information may be made within the body of the Proposal; however, all information contained within the body of the Proposal shall be public information in accordance with State statutes.
7. Trade secrets or proprietary information submitted by an Offeror in conjunction with this RFP is not subject to public disclosure under the Virginia Freedom of Information Act (VFOIA).
8. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.
9. An all-inclusive statement that the entire Proposal is proprietary is unacceptable. A statement that Offeror's costs and/or Proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

R. Contract Modification(s):

After award, any and all modifications to this contract shall be mutually agreed to by both parties, in writing, and authorized by the City Purchasing Agent or his designee via issuance of a change order (purchase order).

S. Offeror Obligation:

Offeror shall carefully examine the contents of this Request for Proposals and any subsequent addenda. Failure to do so shall not relieve the Successful Offeror of its obligation to fulfill the requirements of any contract awarded as a result of this RFP.

T. Conditions of Work:

Offeror shall inform itself fully of the conditions relating to services required herein. Failure to do so will not relieve a Successful Offeror of the obligation to furnish all goods and/or services necessary to carry out the provisions of this contract

U. Prime Contractor:

If in its performance of this contract, Successful Offeror supplies goods or services by or through another party or subcontractor, Successful Offeror agrees that:

1. Successful Offeror shall act as the prime contractor for the goods and services to be provided under contract and shall be the sole point of contact with regard to all obligations under this contract.
2. Successful Offeror represents and warrants that Successful Offeror has made third parties or subcontractors aware of the proposed use and disposition of the other party's products or services, and that such other party has agreed in writing that it has no objection and that the City is not liable to such third parties or subcontractors for any work performed under this contract.
3. The use of subcontractors and the work they perform must receive the prior written approval of the City. City will designate a Contract Administrator to approve such work.
4. Successful Offeror shall be solely responsible for all work performed and materials provided by subcontractors.
5. Successful Offeror shall be responsible for the liability of subcontractors for the types and limits required of the Successful Offeror under this contract.

V. Subcontractors:

Contractor's use of subcontractors and the work they are to perform must receive written approval from the Contract Administrator at least ten (10) calendar days prior to the work being performed. Contractor shall be solely responsible for all work performed and materials provided by subcontractors. Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor.

W. Non-Assignment:

Successful Offeror shall not assign its rights and duties under this Agreement without the prior written consent of the City Contract Administrator.

X. Antitrust:

Any perceived anti-trust violation will be reported to the State Attorney General for possible enforcement of anti-trust laws.

Y. Anticollusion/Nondiscrimination Requirements Form:

The attached "Anticollusion/Nondiscrimination Requirements" form, on page 2 of this RFP, shall be executed by Offeror and is to be submitted with Offeror's Proposal. The requirements set forth on said form shall be considered to be binding terms and conditions in any contract resulting from this RFP. A contract will not be awarded to an Offeror who has not signed the anticollusion/nondiscrimination statement.

Z. Hold Harmless/Indemnification:

It is understood and agreed that Successful Offeror hereby assumes the entire responsibility and liability for any and all material damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Successful Offeror, its subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any work required by this Contract. Successful Offeror agrees to indemnify and hold harmless the City of Hampton and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Successful Offeror or those for whom Successful Offeror is legally liable. Upon written demand by the City, Successful Offeror shall assume and defend at Successful Offeror's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees or officials.

AA. Notices:

1. All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) CITY business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

To the City of Hampton: City Contract Administrator as designated in this RFP.

To Successful Offeror: Successful Offeror's Contract Administrator as defined in Successful Offeror's Proposal.

2. Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

BB. Non-Performance:

1. Delivery Delays: the City reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Successful Offeror fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this contract.
2. Unacceptable Deliveries (Rejections): Upon notification by the City that goods and/or service deliverables provided by the Successful Offeror under this contract are damaged and/or not of the quality specified by the City, such goods and/or service deliverables will be rejected. Successful Offeror shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by the City.
3. Successful Offeror shall remove all rejected materials, equipment or supplies from the premises of City within ten (10) days of notification. Rejected goods and/or service deliverables not removed from City's premises within ten (10) days will be regarded as abandoned, shall become the property of the City, and the City shall have the right to dispose of such items.
4. City reserves the right to authorize immediate purchase from other sources against rejections.
5. Liability: Successful Offeror shall be liable to City for all costs incurred by City as a result of Successful Offeror's failure to perform in accordance with the contract. Successful Offeror's liability shall include, but not be limited to:
 - a. Damages and other delay costs, to include costs to procure goods/services from alternate suppliers.
 - b. Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Successful Offeror and/or rejections of Successful Offeror's goods and/or service deliverables.
 - c. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by City due to non-responsive performance of Successful Offeror.

CC. Termination Without Cause:

City may at any time, and for any reason, terminate this Contract by written notice to Successful Offeror specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to Successful Offeror by certified mail/return receipt requested, addressed to the Successful Offeror's Contract Administrator. In the event of such termination, Successful Offeror shall be paid such amount as shall compensate Successful Offeror for the work satisfactorily completed, and accepted by City, at the time of termination. If the event City terminates this Contract, Successful Offeror shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to City any work completed or in process for which payment has been made.

DD. Termination With Cause/Breach:

In the event that Contractor shall for any reason or through any cause be in default of the terms of this Contract, City may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal or in Paragraph I of this Contract. Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, City may immediately cancel and terminate this Contract as of the mailing date of the default notice. Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to City any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable. This contract may be terminated by either party in the event that the other party has failed to perform a material obligation or has otherwise breached a material term of this contract, if that other party has failed to cure that failure or breach within ten (10) days after receipt of written notice thereof from the other party.

EE. Breach of Contract:

1. Successful Offeror shall be deemed in breach of this contract if the Successful Offeror:
 - a. Fails to comply with any terms of this contract;
 - b. Fails to cure such noncompliance within ten (10) calendar days from the date of the City written notice or such other time frame, greater than ten (10) calendar days, specified by the City Contract Administrator in the notice.

- c. Fails to submit a written response to City's notification of noncompliance within ten (10) calendar days after the date of the CITY notice.
2. All notices under this contract shall be submitted, either by fax or certified mail, return-receipt requested, to the respective contract administrator. Successful Offeror shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the Successful Offeror and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

FF. Applicable Law:

This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

GG. Compliance With All Laws:

Successful Offeror shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. Successful Offeror represents that it possesses all necessary licenses and permits required to conduct its business and/or will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the Successful Offeror is a corporation, Successful Offeror further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions. All City of Hampton business license, personal property, real estate and other applicable tax requirements shall be met by Successful Offeror.

HH. Venue:

Venue shall be in the Circuit Court of the City of Hampton, Virginia, and the United States District Court for the Eastern District of Virginia, Norfolk Division, compliant with applicable laws and regulations, as deemed appropriate by the City of Hampton.

II. Severability:

If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract, and all other provisions of this contract shall remain in full force and effect.

JJ. Non-Appropriation of Funds:

It is understood and agreed between the parties herein that the City of Hampton shall be bound hereunder only to the extent that the funds shall have been appropriated. In the event no funds or insufficient funds are appropriated, the City shall immediately notify the Successful Offeror of such occurrence and this Contract shall terminate on the last day funds are available without penalty or expense to the City of Hampton of any kind whatsoever.

KK. Tax Exemption:

City of Hampton is exempt from federal excise tax and from all State and local taxes. Successful Offeror shall not include such taxes in any invoices under this agreement. Upon request, the City will furnish the Successful Offeror with tax exemption certificates or the City of Hampton tax exempt number.

LL. Vendor's Invoices:

Successful Offeror shall submit to the City all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the Products and Services required under this contract. Invoices shall not include any costs other than those identified in the executed City purchase order awarding this contract or any subsequent change orders issued by the City Consolidated Purchasing Division. All shipping costs are the Successful Offeror's responsibility, except to the extent such charges are identified in the executed City purchase order or change orders. Successful Offeror's invoices shall provide at a minimum:

1. Type and description of the Product or Service installed, delivered and accepted;
2. Serial numbers, if any;
3. Quantity delivered;
4. Charge for each item;
5. Extended total (unit costs x quantity);
6. This RFP number and the CITY Purchase Order Number.

MM. Contractual Disputes:

Any dispute concerning a question of fact as a result of a contract with the City which is not disposed of by agreement shall be decided by the City Purchasing Agent or designee, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the City Purchasing Agent or designee shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

NN. Warranty/Guarantee:

Successful Offeror guarantees against defective or faulty material or workmanship for at least one (1) year or for the manufacturer's standard warranty period, whichever is greater, from date of acceptance by the City. To furnish adequate protection from damage for all work and to repair damages of any kind for which Successful Offeror or Successful Offeror's workmen are responsible, to the building or equipment, to Successful Offeror's own work, or to the work of others. Any merchandise or service provided under the contract which is or becomes defective during the warranty period shall be replaced by the Successful Offeror free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year or manufacturer's standard warranty period, whichever is greater, from the date of acceptance of the replacement). Successful Offeror shall make any such replacement immediately upon receiving notice from the City.

OO. Payment Terms:

To be eligible for payment, all labor, equipment and materials covered under Successful Offeror's invoice must be completed and accepted by the City. The City agrees to make payments under this contract within thirty (30) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due the City under the terms of this or any other agreement may be applied against Successful Offeror's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between the City and Successful Offeror regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any Product or Service or the accuracy or correctness of any invoice. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of Proposals. All other payment terms shall be net thirty (30) calendar days or greater. Payment terms not specified by Offeror shall be Net 45 days.

Special Educational or Promotional Discounts

Successful Offeror shall extend any special educational or promotional sale prices or discounts immediately to the City during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

PP. Audits:

City of Hampton shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Successful Offeror, including, but not limited to those kept by Successful Offeror, its employees, agents, assigns, successors and subcontractors. Successful Offeror shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the City, through its employees, agents, representatives, contractors or other designees, during normal business hours at Successful Offeror's office or place of business in Hampton, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Hampton, Virginia, which is convenient for the City. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

QQ. Notice of Award:

Any contract resulting from this RFP will be publicly posted for inspection in the Consolidated Procurement Division, 1 Franklin Street, Suite 345, Hampton, Virginia.

RR. Award:

City intends to award a contract to a fully qualified Offeror submitting the best proposal based on the criteria set forth herein and as determined by the City in its sole discretion. At City of Hampton's sole discretion, the City may reject any or all proposals in whole or in part if such action is determined to be in the City's best interest. City reserves the right to enter into any contract deemed to be in its best interest, including the award of this contract to more than one contractor.

SS. Disposition of Proposals:

All materials submitted in response to this RFP will become the property of the City. One (1) copy of each proposal will be retained for official files, will become a matter of public record after award of the contract, and will be open to public inspection subject to the **Proprietary Information/Disclosure** section of this RFP.

TT. Exclusivity: (Select appropriate clause)

Any contract resulting from this RFP shall be exclusive with the following exceptions:

City reserves the right to procure goods/services under this contract from a third party in the event of the following:

Contractor is unable to provide goods or required services within the required delivery time.

Contract is unable to provide the required quantities of goods requested.

City volume demands exceed original intent of the contract.

UU. Non-Exclusivity:

City reserves the right to procure goods or services covered under this contract from a third party when, in City's sole discretion; it is deemed to be in the City of Hampton's best interest.

VI. SPECIAL TERMS AND CONDITIONS

Contract Term:

This contract term shall be for the amount of time it takes to complete the survey.

Contract Extension:

This contract may be extended upon mutual agreement of both parties for, one-year periods, upon the same prices, terms, and conditions set forth in the negotiated contract resulting from this RFP.

Time is of the Essence:

Time is of the essence in this Contract. Successful Offeror expressly acknowledges that in the performance of its obligations, the City is relying on timely performance and will schedule operations and incur obligations to third parties in reliance upon timely performance by Successful Offeror and may sustain substantial losses by reason of untimely performance.

e contract amount. The contract bond shall ensure Successful Offeror's faithful performance in strict conformity with the contract. The contract bond shall be maintained throughout the term of the contract and any extensions.

INSURANCE:

1. Successful Offeror shall submit to the City of Hampton Contract Administrator Certificates of Insurance, prior to beginning work under this contract and no later than ten (10) days after award of the contract.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the City of Hampton.
3. The certificates of insurance shall list the City of Hampton, 1 Franklin Street, Suite 345, Hampton, Virginia 23669, as the additional insured for the specified project as outlined in this RFP.
4. Insurance shall be maintained during the entire term of the contract and any extensions and shall be of the following forms and limits:

<u>Forms</u>	<u>Limits</u>
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, including Contractual Liability and	\$1,000,000 Combined Single Limit

5. The establishment of minimum limits of insurance by City of Hampton does not reduce or limit the liability or responsibilities of the Successful Offeror.

Unauthorized Disclosure of Information:

Successful Offeror shall assume the entire responsibility and liability for any and all damages caused by or resulting from or arising out of the negligent or willful unauthorized disclosure of confidential information on the part of the Successful Offeror, its subcontractors, agents or employees under or in connection with this contract. The Successful Offeror shall save harmless and indemnify the City of Hampton and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with, any and all such unauthorized disclosures, real or alleged. The Successful Offeror shall, upon written demand by the City of Hampton, assume and defend, at the Successful Offeror's sole expense, any and all such suits or defense of claims alleging unauthorized disclosures of confidential information.

Any negligent or willful unauthorized disclosure of confidential information on the part of the Successful Offeror, its subcontractors, agents or employees under or in connection with this contract shall constitute a breach of the terms of this contract. The City may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures, and Successful Offeror shall save harmless and indemnify the City for court costs, litigation expenses and attorney's fees that it may pay or incur as the result of seeking to prevent or stop any and all unauthorized disclosures of confidential information.

Cooperative Procurement

Section 2.2-4304 Code of Virginia (VPPA) will apply to this solicitation. Other Public Bodies may utilize any contract(s) issued pursuant to this solicitation by placing its own order(s) directly with the successful offeror(s). The City of Hampton acts only as the issuing agent and is not responsible for placement of orders, payment or discrepancies of other participating Public Bodies.

Copyright/Patent Indemnity:

Successful Offeror shall pay all royalty and license fees relating to the items covered by this contract. In the event any third party shall claim that the manufacture, use and sales of the goods supplied under this contract constitute an infringement of any copyright, trademark, or patent, the Successful Offeror shall indemnify the City of Hampton and hold the City harmless from any cost, expense, damage or loss incurred in any manner by City on account of any such alleged or actual infringement.

