



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: May 10, 2011

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 Services, Computer
NIGP CODE: 918-28, 918-29

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

THIS IS NOT AN ORDER

RFP ITEM NO.
2011-1201/D

PROCUREMENT OFFICER

Doris McRae, CPPB
Senior Buyer

CLOSING DATE

June 25, 2011

CLOSING TIME

3:00 P.M. EST

PREPROPOSAL CONFERENCE
NONMANDATORY

DATE:
TIME: N/A

THE 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.

The City of Hampton is seeking proposals from qualified Offerors to provide Information Technology Consultant Services.

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

THE CITY OF HAMPTON CANNOT LEGALLY AGREE TO ANY CLAUSE INDEMNIFYING THE CONTRACTOR FROM ANY DAMAGES ARISING OUT OF THE CONTRACT/AGREEMENT/LEASE OR HOLDING THE CONTRACTOR HARMLESS. THE SUBMISSION OF A BID OR A PROPOSAL CONSTITUTES AN AGREEMENT BY THE CONTRACTOR NOT TO REQUEST SUCH LANGUAGE IN THE RESULTING CONTRACT. 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

Telephone Number

Fax Number

Company FEI/FIN#

ENCLOSURES

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 CONTRACTOR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE CONTRACTOR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE CONTRACTOR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR THAT THE CONTRACTOR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING CLAUSES IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - b. THE CONTRACTOR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, SHALL STATE THAT SUCH CONTRACTOR IS AN EQUAL OPPORTUNITY EMPLOYER.
 - c. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
2. THE CONTRACTOR 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

☐ African American ☐ Hispanic American

Is Offeror Woman Owned? ☐ Yes ☐ No

Is Offeror a Small Business? ☐ Yes ☐ No

Is Offeror a Faith-Based Organization? ☐ Yes ☐ No

If yes, please indicate the "minority" classification below:

☐ American Indian ☐ Eskimo ☐ Asian American ☐ Aleut ☐ Other; Please Explain:

I. PURPOSE

The purpose of this RFP is to solicit sealed proposals from qualified offerors to provide the City with Information Technology Consultant Services

II. BACKGROUND

Hampton, Virginia

Hampton is an independent city located in Virginia. It is on the southern end of the Virginia Peninsula, bordering on Hampton Roads and Chesapeake Bay. According to the United States Census Bureau, the city has a total area of 136.2 mi; 51.8 mi of it is land and 84.4 mi of it is water, with a total population of 146,437.

The city boasts a strong military and technology presence. Langley Air Force Base is home of the First Fighter Wing. NASA Langley Research Center, where America's first astronauts were trained, is now a major center for aviation research. Technology centers of employment include companies such as Sverdrup, Howmet Corporation, Computer Sciences Corporation and Nextel Communications. Hampton is also home to Hampton University and Thomas Nelson Community College.

Hampton is served by two airports. The primary airport for the Hampton Roads area is Norfolk International Airport, on the opposite side of Hampton Roads in Norfolk. The region's secondary airport, Newport News/Williamsburg International Airport, is located on the Virginia Peninsula in Newport News.

Hampton is part of a dynamic metropolitan region. Besides Hampton, the region contains 5 other cities with a population greater than 100,000. The region now has a population of more than 1.5 million and grew at a 1.17% annual rate from 1990 to 2000. Hampton Roads is the 31st largest MSA in the nation. Its effective buying power (EBI) according to Sales, Marketing and Management is more than \$20.8 billion.

Demographically, Hampton is in many ways typical of metropolitan America. It contains within its boundaries an urban core, a ring of older, settled neighborhoods and newer suburban development. Its citizens' age, educational, occupational and socio-economic characteristics by and large reflect the typical American demographic profile. The City's demographic data may be accessed via the hyperlink below:

In its offer, Offeror must provide a firm-fixed price for each item listed below. Awarded vendor must have SCC (State Corporate Commission) Registration. Descriptive literature, as described in the Descriptive Literature paragraph of this solicitation and include, not only, a record of Offeror's experience in providing comparable services, but also states Bidder's acknowledgement that the product and services offered will be in accordance with the provisions of the RFP. The City reserves the right to split the award of this RFP should it be determined by the City, in its sole discretion, to be in the City's best interest as outlined in paragraph DD.

III. SCOPE OF WORK

A. General Requirements:

The City is seeking proposals for Information Technology Services to supply contract resources on an as-needed basis.

B. Specific Requirements:

The City of Hampton's IT Department seeks vendors to supply contract resources on an as-needed basis for information technology support. The City seeks competitive bids for a catalogue of offerings and skill sets for IT support resources that will be used to supplement existing staff or to support projects and department IT technology requirements. Specific work assignments will be made as the need arises. Vendors should have resources available with skill sets to support the following technologies:

Software Products:

- SQL Server
- SQL Reporting Services
- .NET
- Microsoft Access
- Crystal Reports
- AJAX
- ASP
- Dreamweaver
- J2EE
- J2ME
- JAVA
- JAVA Script
- Visual Basic.NET
- APIs and Integrations
- REST
- XML
- Social Media
- Experience with Cloud or SAAS Applications
- Infragistics

Hardware and Networking

- Cisco
- Dell Servers
- Dell PCs
- Microsoft Office Products
- Windows XP & Windows 7
- Exchange
- Active Directory
- iPads
- Macintosh computers
- Dell Equilogic
- VMWare
- NetMotion Wireless
- Symantec
- KACE management tool
- Citrix
- Avaya
- Juniper
- GoToMyPC
- VPN Services and Products
- Cloud Computing
- Barracuda and other security products
- Virtual Servers
- Standalone Servers
- Clustered Servers
- Storage Area Networks
- Data Replication
- DNS
- VWorkSpace
- Palo Alto
- SAFE@Office
- RemoteSCAN
- Solar Winds
- VisionCore

- Xirrus Wireless
- Alvarion Wireless
- Dameware
- Qualys Guard

The following general skill set categories are desired. Vendors should propose the skill sets provided by their company. Vendors may propose pricing and responses for only those areas where they have expertise and capabilities.

1. Programmer Analyst
2. Programmer
3. Software Test Analyst
4. Technical Writer
5. System Analyst
6. Database Administrator
7. Project Manager
8. Network Administrator
9. Network Architect
10. Network Engineer
11. Help Desk Support
12. Technical Support
13. System Administrator
14. IT Security Analyst

1. Programmer Analyst

Plans, develops, tests, and documents computer programs, applying knowledge of programming techniques and computer systems. Evaluates user request for new or modified program, such as for financial or human resource management systems, tax and revenue systems, human services, legislative tracking, CRM, workorder systems, land management, permitting, licensing, and other City applications to determine feasibility, cost and time required, compatibility with current system, and computer capabilities. Consults with user to identify current operating procedures and clarify program objectives. Formulates plans outlining steps required to develop program, using methodologies such as structured analysis and design, agile, or object-oriented development.

- Work involves assisting in analyzing systems outlines to develop programs for computer applications, writing solution programs, documenting the methods and procedures used in program development, and testing and correcting programs. Works under moderate supervision with limited latitude for the use of initiative and independent judgment. Develops block diagrams and machine logic flowcharts to represent operations and data flow for applications.
- Captures requirements using industry standard development frameworks and tools. Designs reports, forms and letters along with computer terminal screen displays to accomplish goals of user request. Reviews screens, reports, forms and letters designs with users. Converts project specifications, using industry standard tools, such as object-oriented tools and code generation, into sequence of detailed instructions and logical steps for coding into language processable by computer, applying knowledge of computer programming techniques and computer languages.
- Enters program codes into computer system. Enters commands into computer to run and test program. Reads computer printouts or observes display screen to detect syntax or logic errors during program test, or uses diagnostic software to detect errors. Replaces, deletes, or modifies codes to correct errors. Analyzes, reviews and alters program to increase operating efficiency or adapt to new requirements. Writes documentation to describe program development, logic, coding, and corrections. Writes manual for users to describe installation and operating procedures. Assists users to solve operating problems. Recreates steps taken by user to locate source of problem and rewrites program to correct errors. May use computer-aided software tools in each stage of system development. May train users to use program. May oversee installation of hardware and software. May provide technical assistance to program users. May install and test program at user site. May monitor performance of program after implementation. May specialize in developing programs for business or technical applications.

2. Programmer

- Converts data from project specifications and statements of problems and procedures to create or modify computer programs. Prepares, or receives detailed specifications to describe sequence of steps that program must follow and input, output, and logical operations involved. Analyzes specifications, applying knowledge of computer capabilities, subject matter, and symbolic logic. Confers with supervisor and representatives of departments concerned with program to resolve questions of program intent, data input, output requirements, and inclusion of internal checks and controls. Converts detailed specifications to language processable by computer. Enters program codes into computer system. Inputs test data into computer. Observes computer monitor screen to interpret program operating codes. Corrects program errors, using methods such as modifying program or altering sequence of program steps. May prepare computer block diagrams and machine logic flowcharts for detailed coding of problems, and provides for the documentation of programming work.
- Writes instructions to guide operating personnel during production runs. Analyzes, reviews, and rewrites programs to increase operating efficiency or to adapt program to new requirements. Compiles and writes documentation of program development and subsequent revisions. May assist computer operator to resolve problems in running computer program. May work with System Analyst to obtain and analyze project specifications. May direct and coordinate work of others to write, test, and modify computer programs. Work involves writing programs to solve problems, documenting the methods and procedures used in program development, and testing and correcting programs. Work involves analyzing system outlines to develop programs for computer applications; writing solution programs; May train others. Works under general supervision with limited latitude for the use of initiative and independent judgment. Analyzes proposed computer applications in terms of equipment requirements and capabilities. Assists in developing solutions to software-related problems. May assist in the generation or installation of systems software.
- Prepares test data. May assist in writing and maintaining functional and technical specifications. Experience in computer programming work. Knowledge of the principles, practices, and techniques of computer programming and systems analysis, of computer operations procedures and systems, and of computer programming languages. Skill in the use of computer equipment. Ability to design programs and systems architecture; to prepare program specifications; to code, test, and debug computer programs; to interpret technical information relating to computer programming and other areas of data processing; and to communicate effectively.

3. Software Test Analyst

- Develops, publishes, and implements test plans. Writes and maintains test automation. Evaluates, recommends, and implements automated test tools and strategies. Develops, maintains, and upgrades automated test scripts and architectures for application products. Also writes, implements, and reports status for system test cases for testing. Analyzes test cases and provides regular progress reports. Participates in the testing process through test review and analysis, test witnessing and certification of software.

4. Technical Writer

- Develops and maintains user and technical documentation and project process documentation for Application Teams. Understands the user's view of applications and /or technology and is able to put procedures in a logical sequence. Provides expertise on technical concepts of applications and /or user groups and structuring procedures in a logical sequence, due to a broad understanding of the applications. Writes a variety of technical articles, reports, brochures, videos, and/or manuals for documentation for a wide range of uses. May be responsible for coordinating the display of graphics or video and the production of the document.
- Develop, enhance, and maintain user documentation for multiple applications including documentation required for the operations provider. Develop on-line source documentation as appropriate. Maintain documentation libraries and subscription lists. Identify, create, revise, and maintain documentation and templates. Ensure appropriate control access/use of documentation materials. Maintain application and user documentation. Ensure messages and terminology is consistent across all written materials. Research and complete documentation service requests. Communicate accurate and useful status updates. Manage and report time spent on all work activities. Follow quality standards. Ability to work in a team environment. Strong communication skills; both written and spoken.
- Composes technical documents, manuals, bulletins, brochures, publications, training manuals, and special reports. Organizes and coordinates the composition of material and drafting of forms suitable for reproduction. Reviews and edits prepared material and illustrations. Develops and refines material for publication on IT applications and other technical publications. May research product design, capabilities, and compatibility ranges.

- May oversee the writing, editing, publishing, and distribution of specification documents. May review various resources and prepare analyses or summaries. May train others. Experience in technical writing, journalism, or communications work. Knowledge of the techniques and methods of planning, organizing, and writing various types of materials; of research methodology; and of departmental policies, procedures, and regulations. Skill in the use of office equipment. Ability to conduct research; to compose, review, illustrate, and edit technical documents, materials, and reports; to communicate effectively; and to train others.

5. System Analyst

- Understands business objectives and problems, identifies alternative solutions, performs studies and cost/benefit analysis of alternatives. Analyzes user requirements, procedures, and problems to automate processing or to improve existing computer system: Confers with personnel of organizational units involved to analyze current operational procedures, identify problems, and learn specific input and output requirements, such as forms of data input, how data is to be summarized, and formats for reports. Writes detailed description of user needs, program functions, and steps required to develop or modify computer program. Reviews computer system capabilities, specifications, and scheduling limitations to determine if requested program or program change is possible within existing system.
- Studies existing information processing systems to evaluate effectiveness and develops new systems to improve production or specifications as required. Prepares specifications to detail operations to be performed by equipment and computer programs and operations to be performed by personnel in system. Conducts studies pertaining to development of new information systems to meet current and projected needs. Plans and prepares technical reports, memoranda, and instructional manuals as documentation of program development. Upgrades system and corrects errors to maintain system after implementation. May assist computer programmer in resolution of work problems related to project specifications, or programming. May direct and coordinate work of others to develop, test, install, and modify programs.
- Provides technical assistance and support for applications and hardware problems and for information sharing with external entities in a customer service environment. Provides field coordination and planning for the effective use of management information systems.

6. Database Administrator

- Responsible for data analysis and database management. Involved in maintenance, enhancement, designing of data dictionaries, physical and logical database models, and performance tuning. Knowledge of the utilities and production tools used for data storage management to support the Application Team. Coordinates physical changes to computer databases; codes, tests, and implements physical database, applying knowledge of database management system. Designs logical and physical databases reviews description of changes to database design to understand how changes to be made affect physical data base (how data is stored in terms of physical characteristics, such as location, amount of space, and access method).
- Establishes physical database parameters. Uses structured query language (SQL) to define database objects using database definition language (DDL) and control access to database objects using data control language (DCL). Language descriptions and specifies identifiers of database to database management system or directs others in coding database descriptions. Calculates optimum values for database parameters, such as amount of computer memory to be used by database, following manuals and using calculator. Specifies user access level for each segment of one or more data items, such as insert, replace, retrieve, or delete data. Specifies which users can access data bases and what data can be accessed by user. Tests and corrects errors, and refines changes to database.
- Enters SQL to create production data base. Uses database utility programs and 3rd party utilities to monitor database performance, such as distribution of records and amount of available memory. Directs programmers and analysts to make changes to data base management system. Reviews and corrects programs. Answers user questions. Confers with coworkers to determine impact of data base changes on other systems and staff cost for making changes to data base. Modifies data base programs to increase processing performance, referred to as performance tuning. Workers typically specialize in one or more types of data base management systems. Providing assistance in the planning, development, maintenance, and monitoring of integrated database systems, and ensuring that the conceptual and design phases of new applications are consistent with the structural parameters within the database environment.
- Evaluates users' requests for new data elements and systems, incorporates them into the existing shared data environment, and provides technical assistance. Coordinates the use of data to ensure data integrity and control redundancy, loads databases, and reorganizes as needed. Performs data modeling and prototyping. Performs

logical and physical data modeling, designs relational database models, and creates physical data models from logical data models. Performs security recovery procedures. Determines and implements database search strategies and storage requirements. Maintains data dictionary ensuring uniformity of definitions and sets standards for use of data dictionary. Monitors database performance and recommends efficiency improvements. Creates test database environment for applications section, including the creation of necessary libraries and procedures.

- Executes the procedures necessary to save, retrieve, and recover databases from hardware and software failures within established procedures. Assists with determining, implementing, and enhancing standards on database security and with monitoring agency disaster recovery procedures and systems. Assists with the installation of database software and with analyzing, designing, and implementing databases. Assists in benchmarking and threshold testing of databases and with establishing and controlling necessary database security. Assists in the selection of database management software. Experience in computer systems analysis or computer programming work.
- Knowledge of the principles, practices, and techniques of computer programming and systems design; of computer operations, systems, and procedures; of project control and cost estimating techniques; of computer programming languages; of data processing flowcharting techniques; of database structures and theories; and of current database technologies.

7. Project Manager

- Designs, plans, and coordinates work teams. Follows standard project management industry practices such as the PMI's framework. Understands business and technical objectives of a project and works closely with project sponsor. Creates project charter and work plan and tracks budget and schedule progress via appropriate metrics. Establishes project organization and methodologies and defines roles and responsibilities. Documents risks and develops mitigation plans. Manages scope. Creates and implements a communication plan. Builds an effective team, assigns tasks to team members, and evaluates outcomes. Negotiates resources. Communicates to stakeholders and project sponsor. Identifies, tracks, and ensures resolution of issues and removal of barriers. Provides technical support to project team members. Handles complex application features and technical designs. Designs and implements the components required for complex application features. Generally manages a group of applications system analysts. Relies on experience and judgment to plan and accomplish goals. Professional certification is highly desirable.
- May require specific PC, workstation, operating system, application or platform skills. Provides overall direction to the formulation, development, implementation, and delivery of a project. Exercises management responsibility over the achievement of performance, cost objectives of a project and its contracts. Ensures that the project plan maintains tasks, schedules, estimates, and status, and disseminates information to team members and customers. Creates a structure and organization for the management of a complex environment with emphasis on quality, productivity, and consistency. Directs corrective actions in any area where performance falls below objectives. Arranges for the assignment of responsibility to other supporting facilities, business areas, and support functions, and monitors their performance. Self-directed and independent. Responsible for the coordination and completion of projects. Oversees all aspects of projects. Sets deadlines, assigns responsibilities, and monitors and summarizes progress of project. Prepares reports for upper management regarding status of project.

8. Network Administrator

- Install, configure, and support an organization's local area network (LAN), wide area network (WAN), and Internet system or a segment of a network system. Maintain network hardware and software. Monitor network to ensure network availability to all system users and perform necessary maintenance to support network availability. May supervise other network support and client server specialists and plan, coordinate, and implement network security measures. Coordinate the development, implementation, and maintenance of a local area network or wide area network. Maintains the network's physical and logical structures, including network connections. Maintains network support software, analyzes user support statistics, and recommends appropriate measures. Installs, tests, and maintains network hardware and software. Prepares and analyzes statistics on network utilization and availability. Prepares training courses and provides user support and training in the use of available hardware, software, and utilities. Performs tuning and capacity planning activities to enhance the performance of the network resources.
- Assist in the development, implementation, maintenance, and monitoring of a local area network or wide area network. Works under close supervision with minimal latitude for the use of initiative and independent judgment. Performs procedures for backup, recovery, and archival of files stored on the network. Communicates with

vendors, users, management, and network programming staff. Serves as contact for remote network locations to obtain clarification of problems and to identify solutions or corrective actions. Assists in preparing training courses and providing user support and training in the use of available hardware, software, and utilities. Assists in maintaining the local area network or wide area network, cable and hub installations, and inventories. Conducts product evaluations of upgraded or new hardware and software—identifying strengths, weaknesses, and potential benefits to the agency—and recommends enhancements to network facilities.

- Assists in maintaining the network's physical and logical structures and in installing and testing hardware and software. Assists in performance tuning and capacity planning activities to enhance the performance of the network resources and in maintaining network support software. Assists in or conducts product evaluations of upgraded or new hardware and software and identifies strengths, weaknesses, and potential benefits to the agency. Assists in maintaining the operating system and security software utilized on the network, including the addition of new users to the network and establishment of rights and privileges. Experience in local or wide area network work. Knowledge of network facilities and data processing techniques; of personal computer hardware and software; of network operating system and security software; and of performance monitoring and capacity management tools.

9. Network Architect

- Participates in designing and developing the network to ensure that it is secure, reliable, and robust; implements and maintains network management servers that assist the agency in managing, monitoring, and securing the network.
- Develops and implements detection activities to test network vulnerability to intrusion by hostile individuals or groups; participates in detecting, investigating, documenting, and reporting actual or potential network security violations, intrusions, or other inappropriate use.
- Designs backbone infrastructure, network facilities, wide area networks, local area network, wireless and telecommunication networks to provide reliable Internet access, remote access to information technology services (ITS), network security, and high performance networking.
- Researches, recommends, designs, and implements new technologies that enhance the network and/or client performance capabilities and needs.
- Evaluates security products and tests security systems performance; assists in planning, implementing, and testing disaster recovery procedures; participates in making formal risk assessments related to network security. Certification in areas related to network management and security preferred (CNE, MCSE, MSCE+1, CISA, CCNA, CCNP, CCIE, CCSA, CCSE, CCSE-PLUS, Cisco Security Specialist).
- Requires experience in the technical services and support field as well as experience in network administration (DHCP, DNS, routers, firewall, etc.)

10. Network Engineer

- Responsible for installing networking technologies and supporting networks. Assesses existing network configurations and makes recommendations based on product specifications. Configures equipment and software to meet business needs, trains others on the solution, and documents the solution for ongoing support. Functions as part of a team on larger projects, or individually provides the services on support visits or smaller projects. Provides technical support and assists with the design of network solutions.
- Requires experience in the technical services and support field as well as experience in network administration (DHCP, DNS, routers, firewall, etc.)

11. Help Desk Support

- Provide technical assistance to computer system users on a variety of issues. Identifies, researches, and resolves technical problems. Responds to telephone calls, email and personnel requests for technical support. Documents, tracks, and monitors the problem to ensure a timely resolution. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Answer questions or resolve computer problems for clients in person, via telephone or from remote location. May provide assistance concerning the use of computer hardware and software, including printing, installation, word processing, electronic mail, and operating systems.
- Provide service and preventive maintenance activities on terminals, printers, personal computers, etc. Basic knowledge of electrical/mechanical principles and basic electronics. Read and comprehend technical service manuals and publications. Knowledge of basic mathematics to read and understand various gauges, meters, and measurement devices. Able to diagnose and repair products by replacing worn or broken parts, and making technical adjustments. Makes appropriate use of reference publications and diagnostic aids in resolving technical problems. Strong communication skills.

- Assist in coordination of changes, upgrades and new products, ensuring systems shall operate correctly in current and future environment. Provide accurate and complete answers to general use and administrative environment questions in a timely manner. Implement shared software, such as operating systems, configuration management tools, application and development tools, testing tools, compilers, and code editors. Communicate accurate and useful status updates. Manage and report time spent on all work activities. Ability to work in a team environment

12. Technical Support

- Maintains, analyzes, troubleshoots, and repairs computer systems, hardware, and computer peripherals. Documents, maintains, upgrades or replaces hardware and software systems. Supports and maintains user account information including rights, security, and systems groups. Performs basic operation, monitoring, installation, trouble shooting, relocations, or maintenance of communications equipment. Identifies and resolves basic communications problems. Prepares or assists in the preparation of service record documentation. Shows awareness of standards and regulatory requirements related to assigned tasks.
- Assists in monitoring and providing assistance on the use and interface of systems, subsystems, and software applications. May be responsible for accessing data from and transferring data to various local, state, or federal databases. May assist in the review and recommendation of the procurement and inventory of information resources hardware or software. Experience in automated data processing systems. Knowledge of the practices, principles, and techniques of computer operations, of information systems, of computer software and hardware, and of information security policies and procedures. Skill in the use and support of personal computers, in the use of applicable programs and systems, and in troubleshooting information systems. Ability to operate information technology systems, to communicate effectively, and to train others.
- Provides assistance in the design, development, and maintenance of various system applications. Provides technical assistance and support for applications and hardware problems. Installs, maintains, moves, and assists in testing and upgrading new and existing hardware/software. Reviews and recommends procurement of information technology equipment. Maintains the necessary security controls over software. Makes presentations and briefings for training sessions. Prepares briefings, reports, and evaluations on system efficiency and utilization. May be responsible for accessing data from and transferring data to various local, state, or federal databases.
- Installs, maintains, moves, and assists in testing and upgrading new and existing hardware and software. Reviews and recommends procurement of information technology equipment. Maintains the necessary security controls over software. Develops procedure manuals. Develops and makes presentations and briefings for training sessions. Prepares briefings, reports, and evaluations on systems efficiency and utilization. May supervise the work of others.

13. System Administrator

- The System Administrator (SA) is responsible for effective provisioning, installation/configuration, operation, and maintenance of computer hardware and software and related infrastructure. This individual participates in technical research and development to enable continuing innovation within the infrastructure. This individual ensures that system hardware, operating systems, software systems, and related procedures adhere to Commonwealth policies, standards, and guidelines. Responsibilities include systems administration engineering and provisioning, operations and support, maintenance and research and development to ensure continual innovation. Install new /rebuild existing servers and configure hardware, peripherals, services, settings, directories, storage, etc. in accordance with standards and project/operational requirements. Perform daily system monitoring, verifying the integrity and availability of all hardware, server resources, systems and key processes, reviewing system and application logs, and verifying completion of scheduled jobs such as backups. Perform regular security monitoring to identify any possible intrusions. Perform daily backup operations, ensuring all required file systems and system data are successfully backed up to the appropriate media, recovery tapes or disks are created, and media is recycled and sent off site as necessary. Perform regular file archival and purge as necessary. Create, change, and delete user accounts per request. Provide high level technical support per request from various constituencies. Investigate and troubleshoot issues. Diagnose and recover from hardware or software failures. Coordinate and communicate with impacted constituencies. Apply OS patches and upgrades on a regular basis, and upgrade administrative tools and utilities. Configure / add new services as necessary. Upgrade and configure system software that supports GIS infrastructure applications or other applications per project or operational needs. Maintain operational, configuration, or other procedures. Perform periodic performance reporting to support capacity planning. Perform ongoing performance tuning, hardware upgrades, and resource optimization as required. Configure CPU, memory, and disk partitions as

required. Maintain data center environmental and monitoring equipment. Apply OS patches and upgrades on a regular basis, and upgrade administrative tools and utilities. Configure / add new services as necessary. Upgrade and configure system software or Asset Management applications per project or operational needs. Maintain operational, configuration, or other procedures. Perform periodic performance reporting to support capacity planning. Perform ongoing performance tuning, hardware upgrades, and resource optimization as required. Configure CPU, memory, and disk partitions as required.

14. IT Security Analyst

- Monitor and advise on information security issues related to the systems and workflow at an agency to ensure the internal IT security controls for an agency are appropriate and operating as intended. Coordinate and execute IT security related projects for the agency. Coordinate response to information security incidents. Develop and publish Information Security policies, procedures, standards and guidelines based on knowledge of best practices and compliance with City of Hampton (COH) IT Security policies, standards, and guidelines..
- Conduct campus-wide data classification assessment and security audits and manage remediation plans. Collaborate with IT management, Internal Audit, and VITA to manage security vulnerabilities. Create, manage and maintain user security awareness. Conduct security research and keeps abreast of latest security issues.
- Prepares IT security documentation, including department policies and procedures, agency notifications, Web content, and alerts.

Vendors are encouraged to add other optional job categories in response to this bid.

Bundled and Managed Services

Vendors may also provide pricing and proposals for bundled services and managed IT services. There may be instances where the City needs to have a longer term engagement with a provider and seeks a flat rate statement of work service or bundled services for a large user base or group of services. Vendors may provide proposals in the following categories for these types of services. Vendors may also add other bundled, managed or statement of work services. The City can negotiate the level of service and service options for bundled services.

Network and Data Center Managed Services May Include the following tasks City Wide for the duration of the contract.

- Remote Monitoring – 24x7 to identify network, data center and desktop issues
- Notification Service – Alerts to the City of security, performance or other system integrity issues
- Reporting Services – Network scan reports, reports on monitored devices, software and other components
- Patch Management – Identification, tracking and implementation of system patches and software releases
- Preventative Maintenance – Scheduled maintenance planning and implementation
- Reviews – Network and data center health checks
- Help Desk & Support Desk – Level one support for IT issues for desk top users on Microsoft Office, iPads and Blackberries. Responds and acts on alerts, incidents, issues, inquiries and requests regarding managed devices and services
- Remote Management – Diagnose and repair identified problems remotely
- Server Management – Virtual and physical
- Anti Spam Service
- Anti Virus Spy Service
- Web Filtering
- Web Monitoring
- Managed Print Services

Vendors may also indicate their ability and willingness to provide Software and System Project Implementation and Development on a Flat Rate Statement of Work basis for projects over 3 months in duration or \$50,000 in value.

Please complete the following information in response to the bid

- Overall years of experience should equate to how many years the company has been providing this job category service to paying private or public sector customers.

- Years of experience in government should equate to how many years the company has been providing this job category service to paying government (local, state or federal) departments.

Job Category	Overall Years of Experience	Years of Experience in Government	Location of Resources Available (City, State)
Company Executive Management Team			
Programmer Analyst			
Programmer			
Software Test Analyst			
Technical Writer			
System Analyst			
Database Administrator			
Project Manager			
Network Administrator			
Network Architect			
Network Engineer			
Help Desk Support			
Technical Support			
System Administrator			
IT Security Analyst			

Managed Service Proposal Vendors wishing to provide managed services shall complete the form below for consideration in this category.

Managed Service Category	Description of Service	Overall years providing the managed service

The contract will be open to other local governments in the Commonwealth of Virginia. The City may award to multiple vendors if more than one vendor meets or exceeds the requirements.

IV. SPECIAL INSTRUCTIONS TO THE OFFEROR

A. Definitions:

Issuing Office:

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

Doris McRae, CPPB
 Senior Buyer
 Consolidated Procurement Division
 Community, Municipal Services/Education

1 Franklin Street, Suite 345
Hampton, VA 23669
Phone: (757) 727-2200
Fax: (757) 727-2207
Email: dmcrae@hampton.gov

Contract Administrator:

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

Leslie Fuentes
Director of Information Technology
City Hall - 6rd Floor
22 Lincoln Street
Hampton, VA 23669
757 727-6314 (Phone)
Email: lfuentes@hampton.gov

B. Contact with City/THE 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.

C. 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's Planholders' list and will receive notification of any addenda to the RFP.

D. Questions:

Offerors must submit questions regarding the Request For Proposal in writing to the Issuing Office at (757) 727-2207 or email dmcrae@hampton.gov no later than **4:30 PM EST June 8, 2011**. 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.

E. 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.

F. 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 3:01 P.M. or later) will not be considered and will be returned to the Offeror unopened.

1. Proposal Submittal Requirements:

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);
- b. Pricing Schedule-Attachment A
- c. 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.
3. 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. Submit the original and two (2) copies of the proposal and an electronic copy.
 - 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 (3:01 PM EST or later) will not be considered and will be returned to the Offeror unopened.
 - d. Proposals must include all elements noted in the "Preparation of Proposals" section below.
 - e. Include a statement setting forth the basis for protection of proprietary information, if any, as detailed in the "Proprietary Information/Disclosure" section.
 - f. Proposals are to be organized in the following tabs:
 - Tab 1 – Experience
 - Tab 2 – Services to be provided – Include the tables of the services indicated in the statement of work
 - Tab 3 – Capabilities and Skills
 - Tab 4 – Costs
 - Tab 5 – Exceptions
 - Tab 6 – Proposed alternatives to the City requirements

G. Evaluation of Proposals:

1. After the proposal opening, the 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:

Offeror's demonstrated ability and successful experience in providing the services requested in RFP;
 Offeror's capability and skills to perform the services required including the geographic proximity of the company, its management team and resources to the City of Hampton to enable high degree of partnership and support;

Services to local, state and federal government customers as well as non-profits to be provided by the Offeror;

and

Price.

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, the City will select the Offeror who, in the City opinion, has made the best proposal and shall award the contract to that Offeror (referred to in this RFP as the Contractor). Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
6. the City is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

H. Presentation/Demonstration:

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

I. 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 THE CITY'. 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

Complete and submit with the proposal the attached Pricing Sheet (Attachment A).

Offeror is to provide as an attachment to Appendix A any additional pricing information or alternative pricing structures offered.

Offeror's prices will be subject to negotiations.

After negotiations and award of this contract, Contractor'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.

J. 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

A. Contract Document:

This RFP, its addenda, Contractor'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:

This RFP document;

Any negotiated changes to the foregoing documents; and

Offeror's proposal

B. 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.

C. 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. the 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.

D. 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).

E. 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 Contractor of its obligation to fulfill the requirements of any contract awarded as a result of this RFP.

F. Conditions of Work:

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

G. Prime Contractor:

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

1. Contractor 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. Contractor represents and warrants that Contractor 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. The City will designate a Contract Administrator to approve such work.
4. Contractor shall be solely responsible for all work performed and materials provided by subcontractors.
5. Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor under this contract.

H. 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.

I. Non-Assignment:

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

J. Antitrust:

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

K. 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.

L. Hold Harmless/Indemnification:

It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, 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. Contractor agrees to indemnify and hold harmless the City 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 Contractor or those for whom Contractor is legally liable. Upon written demand by the City, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees or officials.

M. Notices:

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 Contract Administrator as designated in this RFP.

To Contractor: Contractor's Contract Administrator as defined in Contractor's Proposal.

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.

N. 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 Contractor 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 Contractor under this contract are damaged and/or not of the quality specified by the City, such goods and/or service deliverables will be rejected. Contractor shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by the City.
3. Contractor shall remove all rejected materials, equipment or supplies from the premises of the City within ten (10) days of notification. Rejected goods and/or service deliverables not removed from the 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. The City reserves the right to authorize immediate purchase from other sources against rejections.
5. Liability: Contractor shall be liable to the City for all costs incurred by the City as a result of Contractor's failure to perform in accordance with the contract. Contractor'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 Contractor and/or rejections of Contractor'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 the City due to non-responsive performance of Contractor.

O. Termination Without Cause:

The City may at any time, and for any reason, terminate this Contract by written notice to Contractor 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 Contractor by certified mail/return receipt requested, addressed to the Contractor's Contract Administrator. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the City, at the time of termination. If the event the City terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the City any work completed or in process for which payment has been made.

P. 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, the 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, the 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 the 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.

Q. Breach of Contract:

Contractor shall be deemed in breach of this contract if the Contractor:

Fails to comply with any terms of this contract;

Fails to cure such noncompliance within ten (10) calendar days from the date of the City's written notice or such other time frame, greater than ten (10) calendar days, specified by the City Contract Administrator in the notice.

Fails to submit a written response to the City's notification of noncompliance within ten (10) calendar days after the date of the City notice.

All notices under this contract shall be submitted, either by fax or certified mail, return-receipt requested, to the respective contract administrator. Contractor 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 Contractor 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.

R. 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.

S. Compliance With All Laws:

Contractor shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. Contractor 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 Contractor is a corporation, Contractor 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 Contractor.

T. Immigration Reform and Control Act of 1986

Contractor/Vendor does not and shall not during the performance of the Contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

U. 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.

V. 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.

W. Non-Appropriation of Funds:

It is understood and agreed between the parties herein that the City 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 Contractor of such occurrence and this Contract shall terminate on the last day funds are available without penalty or expense to the City of any kind whatsoever.

X. Tax Exemption:

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

Y. Vendor's Invoices:

Contractor 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 Consolidated Purchasing Division. All shipping costs are the Contractor's responsibility, except to the extent such charges are identified in the executed City purchase order or change orders. Contractor's invoices shall provide at a minimum:

Type and description of the Product or Service installed, delivered and accepted;

Serial numbers, if any;

Quantity delivered;

Charge for each item;

Extended total (unit costs x quantity);

This RFP number and the City Purchase Order Number.

Z. 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.

AA. Warranty/Guarantee:

Contractor 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 Contractor or Contractor's workmen are responsible, to the building or equipment, to Contractor'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 Contractor 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). Contractor shall make any such replacement immediately upon receiving notice from the City.

BB. Payment Terms:

To be eligible for payment, all labor, equipment and materials covered under Contractor'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 Contractor'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 Contractor 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

Contractor 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.

CC. Audits:

The City 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 Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor 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 Contractor'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.

DD. 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.

EE. Award:

The 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 the City'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. The 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.

FF. 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.

GG. Non-Exclusivity:

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

VI. SPECIAL TERMS AND CONDITIONS

A. Contract Term:

This contract term shall be for Three (3) years, commencing on July 1, 2011.

B. Contract Extension:

This contract may be extended upon mutual agreement of both parties for two (2) additional, one-year periods, upon the same prices, terms, and conditions set forth in the negotiated contract resulting from this RFP.

C. Time is of the Essence:

Time is of the essence in this Contract. Contractor 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 Contractor and may sustain substantial losses by reason of untimely performance.

D. Insurance:

Contractor shall submit to the City Contract Administrator Certificates of Insurance, prior to beginning work under this contract and no later than ten (10) days after award of the contract.

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.

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.

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 Products and Completed Operations Coverage	\$1,000,000 Combined Single Limit
Umbrella/Excess Liability	\$2,000,000

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

The establishment of minimum limits of insurance by the City does not reduce or limit the liability or responsibilities of the Contractor.

The endorsement would be that which is attached to the policy that acknowledges the City as an also insured on all policies we have required to be endorsed.

This will be either a direct endorsement that actually names the City or a blanket endorsement that contract states that the City will be named as an also insured on the insurance policy.

E. Selection and Management of Supplier Personnel

Supplier shall take such steps as may be necessary to ensure that all personnel provided under this Contract are competent and knowledgeable of the contractual arrangements and the applicable SOW between the City and Supplier. Supplier shall be solely responsible for the conduct of its employees and subcontractors, including all acts and omissions of such employees and subcontractors, and shall ensure that such employees and subcontractors comply with the appropriate City site security, information security and personnel conduct rules, as well as applicable federal, state and local laws. The City reserves the right to require the immediate removal from such City's premises or network of any employee, subcontractor or agent of Supplier whom the City believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

F. Performance

- i). All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in its profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, computer programs, software, Deliverables and Services furnished under this Contract;
- ii). The Services are pursuant to a particular Statement of Work, and therefore such Services and Deliverables shall be fit for the particular purposes specified by the City of Hampton ordering officer and Supplier is possessed of superior knowledge with respect to the Services and is aware that the City is relying on Supplier's skill and judgment in providing the Services;
- iii). The Services shall meet or exceed the Requirements in the SOW;
- iv). The Services shall be performed in a professional manner;
- v). The documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user/programmer to understand fully the Deliverables without reference to any other materials or information.

G. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented feature in any materials delivered electronically or delivered in an electronic format to an Authorized User and that no media contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the information contained thereon, nor shall Supplier disable any Authorized User's use of such media through remote access or otherwise.

H. Security Compliance

Supplier agrees to comply with all provisions of the current City of Hampton security procedures, published by the the Department of Information Technology as are pertinent to Supplier's operation. Security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all City of Hampton information with which such employees and agents come into contact while at the City's site either physically or through remote electronic access is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute cause to terminate the Statement of Work.

I. Unauthorized Disclosure of Information:

Contractor 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 Contractor, its subcontractors, agents or employees under or in connection with this contract. The Contractor 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 Contractor shall, upon written demand by the City of Hampton, assume and defend, at the Contractor'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 Contractor, 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 Contractor 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.

a. Copyright/Patent Indemnity:

Contractor 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 Contractor shall indemnify THE CITY and hold THE CITY harmless from any cost, expense, damage or loss incurred in any manner by THE CITY on account of any such alleged or actual infringement.

b. 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 Contractor(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.

VII. ATTACHMENT A: PRICING SCHEDULE

Please provide the hourly price ranges for on site and off site support for each job category. Onsite support will require that the individual work at the City's location to perform all job duties and will be supplied with the equipment and software necessary to perform job functions. Off site resources will not work on the City's premise and will supply the necessary hardware, software and networking to perform job duties. The City will provide the servers and server infrastructure or remote access to network resources as required for offsite resources. Off site resources may be asked to attend conference calls and web meetings on the City's schedule.

Job Category	On Site Hourly Rate Range \$xx - \$yy	Off Site Hourly Rate Range \$xx - \$yy
Programmer Analyst		
Programmer		
Software Test Analyst		
Technical Writer		
System Analyst		
Database Administrator		
Project Manager		
Network Administrator		
Network Architect		
Network Engineer		
Help Desk Support		
Technical Support		
System Administrator		
IT Security Analyst		

Managed Service Proposal Pricing – Assume 800 – 1200 users and up to 1500 devices

Managed Service Category	Cost per User Per Month	Cost Per User Annual Price	One-time or implementation costs

PROPOSAL PRICES: Proposal shall be in the form of a firm unit price for each item during the contract period.

VIII. ATTACHMENT B:

MINORITY AND WOMAN-OWNED BUSINESS PROGRAM

The City of Hampton is implementing new strategies to solicit and utilize minority and woman-owned businesses. To encourage and sustain utilization of minority and woman owned businesses, subcontracting goals have been established for City contracts of \$100,000 and above. The minority and woman-owned subcontracting goals are established by business categories.

The subcontracting goals established for this contract include:

Minorities (MBE) 2.40% Non-minority women (WBE) 4.70%

Solicitation meetings will be held on contracts \$100,000 and above to assist in attaining the contract minority and woman owned business goals.

The City requires that each minority and woman-owned business become a certified Small, Woman and Minority owned business (SWAM) by the State Department of Minority Business Enterprises (DMBE).

Any minority or woman-owned business that is not a certified SWAM vendor will not be considered for meeting the contract goals as established or included in the City utilization data.

Prime Contract solicitations require bidders to include, as part of their proposal or bid, a subcontracting plan to include certified minority and woman-owned vendors during the course of the contract work.

- A listing of all certified minority and woman-owned subcontractor vendors
- The dollar value of each subcontract

- A description of type of work to be performed under each contract
- SWAM certification number and contact information for each minority and woman-owned firm

Prime Contractor subcontractor/supplier solicitation information will be submitted to document firms contacted for quotes.

Prime Contractor solicitations and resulting contracts will require each successful bidder to report actual subcontract payments quarterly to the City Procurement Department to ensure accurate utilization records.

All bids submitted must include a subcontracting plan to be considered when determining the lowest responsible and responsive bidders by the City.

Changes to the subcontracting plan will require approval from the Procurement Office and Minority Business Program Office during the life of the contract.

Failure of a contractor to adhere to its subcontracting plan may under certain circumstances, result in future loss of contracts and/or debarment from bidding by the City of Hampton. In these cases contractors will be requested to submit documentation of good faith efforts used to meet their subcontracting plan. Determination of efforts will be made on an individual contract basis. It is recommended that contractors pre-qualify or determine the subcontractors' capabilities prior to subletting work.

Good Faith efforts are documented reasonable steps taken to achieve a contract goal. These efforts are those taken by a bidder actively and aggressively trying to obtain the established goal. Mere pro forma efforts are not good faith efforts. The following is a list of types of actions which are considered good faith efforts. It is not intended to be a mandatory checklist nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- Soliciting through reasonable and available means (pre-bid meetings, advertisements, phone calls, community organizations, etc.)
- Selecting portions of the work to be subcontracted out to increase the likelihood that a contract goal can be achieved.
- Providing interested firms with information necessary to respond in a timely manner to a request for solicitation
- Effectively using the services of available minority and woman-owned organizations, local, state and federal small business assistance offices, etc.

Documentation of such efforts can include a listing of M/WBE firm names, contact information, description of information provided and dates received quotes, etc.

(Please note: this requirement should not be construed as authorizing or directing the exclusion of non-SWAM owned businesses; rather, the purpose is to include as many qualified businesses as possible).

Any Prime Contractor that is a DMBE certified minority or woman-owned vendor that is awarded a contract of \$100,000 and above is not required to submit the above information as the Prime Contractor is itself such a certified business. This does not, however, relieve such a Prime from the obligation to achieve both contract goals during the life of the contract. The City of Hampton reserves the right to review subcontracting plans and good faith efforts to ensure that both goals are achieved.

The City of Hampton will utilize a performance evaluation process that will include documenting the quality of work and business practices of all vendors used on City contracts of \$100,000 and above.

The suggested forms are attached for use by bidders to ensure consistent submission of required data.

CITY OF HAMPTON

DEPARTMENTAL MINORITY AND WOMAN-OWNED BUSINESS SOLICITATION

TELEPHONE RECORD FOR GOODS AND SERVICES

	Department	Bidder #1	Bidder #2	Bidder #3
Firm name				
Address				
Phone no.				
Email address				
Quantity	Item description	Unit Price/Total Price	Unit Price/Total Price	Unit Price/Total Price

Completed by: _____ Date: _____

Department Director: _____

CITY OF HAMPTON

SUBCONTRACTOR/SUPPLIER UTILIZATION FORM POTENTIAL MINORITY AND WOMAN-OWNED BUSINESS PARTICIPATION

Project no. _____ Date submitted: _____

Bid goal % _____ Total Contract Value _____

Firm name	Certification no.	Type (M/W)	Percent bid	Dollar value	Type of work

I/We propose that the certified DMBE businesses will be used on this contract as stated herein and assure that during the life of the contract. I/We will meet the goal established by the City of Hampton.

Bidder _____

Signature _____

Title _____ Date _____

CITY OF HAMPTON

SUBCONTRACTOR/SUPPLIER SOLICITATION AND UTILIZATION FORM (ALL)

Project no. _____ Date _____

The bidder certifies that this form accurately represents its solicitation and utilization or non-utilization as indicated of the DMBE certified minority and woman-owned businesses listed below for performance of work on this project. The bidder certifies that he/she has had direct contact (email, fax, phone) with the named firms regarding performing work on this project.

Bidder _____ Signature _____

/end	Name of firm	Telephone no.	SWAM Yes/No	Utilized Yes/No

CITY OF HAMPTON MINORITY AND WOMAN-OWNED BUSINESS PAYMENT REPORT

Contractor _____ Date _____

Project no. _____ Reporting period _____ to _____

Firm name	Certification no.	SWAM type (M/WBE)	This quarter	To date	Type of work
Total lar value amount d to date to /AM vendor					

I/We certify that the information provided is accurate, current and complete to the best of my/our knowledge.

Company _____

Print name _____ Title _____

Frequently Asked Questions (FAQ's) - MBE & WBE Goals

1. ***How do I know if there is a goal on a project?***
It will be mentioned in the ITB (Invitation to bid) or RFP (Request for Proposal). Bidders are encouraged to utilize certified SWaM vendors towards their efforts in meeting the MBE and WBE goals.
2. ***What is a SWaM vendor?***
SWaM is the acronym for Small, Women and Minority owned businesses. A SWaM vendor is a business that has been certified by the Virginia Department of Minority Business Enterprise (DMBE) and is listed in the SWaM Vendor Directory.
3. ***Where can I find a list of SWaM certified MBE and WBE businesses?***
A list of certified SWaM businesses can be found at the following websites:
 - City of Hampton Small Business Directory: www.hampton.gov/ed/minority_business_office.html
The directory allows searches by SWaM type, city location and description of work.
 - Virginia Department of Minority Business Enterprise: www.dmbe.state.va.us
The DMBE website allows searches by company name, SWaM type, NIGP commodity code or description and Zip & NIGP Code.
4. ***Is it possible to meet both the MBE and WBE goals utilizing one contractor?***
No. It is not possible to meet both the MBE and WBE goals utilizing one contractor. These are two separate goals; one for MBE and one for WBE and are independent of each other.
5. ***I have worked with a minority owned business in the past, but they are not SWaM certified, can I still use them towards meeting the goal?***
No. The City requires that each minority and woman-owned business become SWaM certified by DMBE. Any minority or woman-owned business that is not a certified SWaM vendor will not be considered for meeting the contract goals as established or included in the City utilization data.
6. ***I am a Minority /Woman Owned Business, but I am not SWaM certified, how do I get certified?***
As found on the DMBE website, there are four Steps to get certified: Complete an online application, Print out your application, Collect your supporting documentation on the checklist and send the signed application form to the DMBE. Visit their website at www.dmbe.state.va.us to start the process.
7. ***I am a SWaM certified minority / woman owned business, do I still need to meet the MBE and WBE goals?***
Yes. The City of Hampton encourages all prime contractors bidding on a project to document efforts and meet the goals.
8. ***Can I utilize vendors certified as a Small Business (S) that I found on the City of Hampton's / Department of Minority Business Enterprise directory?***
You can, but it won't be counted towards meeting the MBE and WBE goals. To meet the MBE goal a business needs to be certified as a Minority Owned Business Enterprise (M), Minority Owned Small Business Enterprise (MS). To meet the WBE goal a business needs to be certified as a Woman Owned Business Enterprise (W) or Woman Owned Small Business Enterprise (WS).
9. ***Which forms do I have to turn in at bid opening?***

There are 3 forms in your bid document pertaining to the Minority Business Program. At time of bid opening, submit Attachment 'A' (Subcontracting Plan) and Attachment 'B' (Solicitation Information). If awarded a contract, Attachment 'C' (Payment Information) will need to be submitted quarterly during the course of the contract.

10. Which is the official form to list the Minority and Woman Owned subcontractors I am proposing to utilize on the project?

Fill out Attachment 'A' (Subcontracting Plan) completely. Bidders must include this form as part of their proposal or bid to list certified minority and woman-owned vendors they plan to utilize on the project. This form should include information on:

- The dollar value and percentage for each subcontractor
- A description of type of work to be performed
- SWaM certification number and contact information for each minority and woman-owned firm

11. I contacted a SWaM certified minority/women owned business, but I won't be utilizing them, how do I document this?

Fill out Attachment 'B' (Solicitation Information) completely.

12. How do I document good faith efforts?

Fill out Attachment 'B' (Solicitation Information) completely. Documentation of such efforts can include a listing of M/WBE firm names, contact information, description of information provided and dates received quotes, etc.

13. If awarded a contract, on what form do I report the payments made to subcontractors?

Successful bidders on City contracts will be required to report actual subcontract payments quarterly to the City Procurement Department to ensure accurate utilization records. Fill out Attachment 'C' (Payment Information) completely to report this information.

14. At what point must a vendor be SWaM certified in order to be counted towards meeting the MBE and WBE goals?

By the bid opening date when an ITB (Invitation to bid) or RFP (Request for Proposal) is due.

15. Who can I contact if I have specific questions or need additional help finding certified minority or woman owned businesses?

You can contact the City of Hampton's Minority Business Office located within the Economic Development Department at (757) 727-6237.