



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: January 12, 2010

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: Marketing Services

NIGP CODE: 915-22

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

THIS IS NOT AN ORDER

RFP ITEM NO. 10-348344
PROCUREMENT OFFICER Lisa Cumming CPPO, C.P.M., CPPB, VCO
CLOSING DATE February 5, 2010
CLOSING TIME 3:00 P.M. EST
PREPROPOSAL CONFERENCE NONMANDATORY DATE: January 25, 2010 TIME: 2:00 P.M.

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.

Marketing Services for Conventions and Visitors Bureau

The City of Hampton is seeking proposals from qualified Offerors to provide marketing services for the Convention and Visitors Bureau.

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 SUCESSFUL 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

If yes, please indicate the "minority" classification below:
American Indian Eskimo Asian American Aleut Other; Please Explain:

Is Offeror Woman Owned? Yes No

Is Offeror a Small Business? Yes No

Is Offeror a Faith-Based Organization? Yes No

I.	PURPOSE	5
II.	BACKGROUND	5
III.	SCOPE OF WORK	6
	A. General Requirements:.....	6
	B. Specific Requirements:	6
IV.	SPECIAL INSTRUCTIONS TO THE OFFEROR.....	8
	A. Definitions:.....	8
	B. Contact with City/THE CITY Staff, Representatives, and/or Agents:	8
	C. Pre-Proposal Conference: January 25, 2010 at 2:00 PM	9
	D. Offerors of Record:	9
	E. Questions:.....	9
	F. Changes or Modifications:	9
	G. RFP Closing:.....	9
	H. Proposal Submittal Requirements:	9
	I. Evaluation of Proposals:	10
	J. Presentation/Demonstration:	11
	K. Preparation of Proposals:	11
	L. Cost of Responding:	12
V.	GENERAL TERMS AND CONDITIONS.....	12
	A. Contract Document:.....	12
	B. Proposal Binding For One-hundred Twenty (120) Days:	12
	C. Proprietary Information/Non-Disclosure:	13
	D. Contract Modification(s):.....	13
	E. Offeror Obligation:	13
	F. Conditions of Work:	13
	G. Prime Contractor:	13
	H. Subcontractors:.....	13
	I. Non-Assignment:	13
	J. Antitrust:	14
	K. Anticollusion/Nondiscrimination Requirements Form:	14
	L. Hold Harmless/Indemnification:	14
	M. Notices:	14
	N. Non-Performance:	14
	O. Termination Without Cause:	15
	P. Termination With Cause/Breach:.....	15
	Q. Breach of Contract:.....	15
	R. Applicable Law:	15
	S. Compliance With All Laws:	15
	T. Immigration Reform and Control Act of 1986.....	16
	U. Venue:.....	16
	V. Severability:	16
	W. Non-Appropriation of Funds:.....	16
	X. Tax Exemption:.....	16
	Y. Vendor's Invoices:	16
	Z. Contractual Disputes:	16
	AA. Warranty/Guarantee:.....	16
	BB. Payment Terms:	17
	CC. Audits:	17
	DD. Notice of Award:.....	17
	EE. Award:	17
	FF. Disposition of Proposals:	17
	GG. Non-Exclusivity:	17
VI.	SPECIAL TERMS AND CONDITIONS.....	17
	A. Contract Term:.....	17
	B. Contract Extension:	17
	C. Time is of the Essence:	18

D. Insurance:	18
E. Unauthorized Disclosure of Information:	18
F. Copyright/Patent Indemnity:	18
VII. ATTACHMENT A: PRICING SCHEDULE.....	19
VIII. MINORITY AND WOMAN-OWNED BUSINESS PROGRAM	20

I. PURPOSE

The City of Hampton, a municipal corporation in the state of Virginia, through the Hampton Convention and Visitor Bureau (HCVB), a city department, is issuing this Request for Qualifications (RFQ) for marketing 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 of Hampton is located in the region known as Hampton Roads, Virginia. Contained within the city are 27 hotels representing 3260 rooms. The city of Hampton also owns and manages through a separate contract a 344,000 square foot convention center known as the Hampton Roads Convention Center (HRCC). The marketing for our attractions is the responsibility of the HCVB. The selected firm(s) will also be working on marketing for these entities through the HCVB. In addition to the named entities above, the retail and dining venues of Hampton as well the business improvement districts in Hampton have a marketing relationship with the HCVB and thus the awarded vendor through the HCVB.

The City reserves the right to 1.) award any section of this RFP to a single vendor; or, 2.) award any section of this RFQ to different vendors; or, 3.) not award any part of this RFP to any vendor as outlined in paragraph DD. Where the term vendor is used, it is to be understood it could mean one or more vendors

The purpose of this RFQ is to garner responses from interested firms to provide the services for the HCVB for a term of one (1) year-renewal annually for no more than a five year duration without a new RFQ being issued and considered.

The goal for soliciting vendors to work with the HCVB staff is to increase room nights in our Hampton hotels and increased visitation with our retail, dining and attraction venues.

The anticipated timeframe for this RFQ is as follows:

JAN 12-FEB 4, 2010	Vendor review and proposals prepared
FEB 5, 2010	All proposals DUE
FEB 28, 2010	Selection of finalist vendors for presentations will be scheduled with panel
MAR 1-15, 2010	Vendor presentations
APR 2, 2010	Awarding of contract
MAY 1, 2010	Vendor begin working with HCVB staff

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:

[Population and Income Updates](#)

In its offer, Offeror must provide a firm-fixed price for each item listed below.

III. SCOPE OF WORK

A. General Requirements:

The City is seeking proposals for marketing and advertising services for the Conventions and Visitors Bureau. This contract has a Minority participation goal (MBE) of 2.40% and Woman Owned Business Enterprise (WBE) 4.7%. Offerors are required to submit Form 1 and 2 with their proposal.

B. Specific Requirements:

Contractor shall perform services to the highest standards in the marketing industry.

1.1.1. The scope of marketing services will include, but not be limited to the following:

- 1.1.2. • Review and suggest new direction for the branding of the HCVB if needed
- 1.1.3. • Print and Electronic Media planning and placement
- 1.1.4. • Production work on specific campaigns
- 1.1.5. • Original and creative suggestions for the marketing of Hampton and partners
- 1.1.6. • Working with the annual budget allocation for marketing as directed by the HCVB Executive Director and Director of Media and Community Services
- 1.1.7. • Monthly meetings with HCVB staff to review programming, planning and placement of marketing vehicles
- 1.1.8. • The HCVB maintains ownership of all creative and other work done on its behalf. The selected vendors will deliver on a format agreeable to the HCVB all work done no less than semi-annually
- 1.1.9. • Training, Reports and Support

These items are not listed in any priority but must be included and addressed in the proposal. Multiple vendors may be selected to handle different elements of the scope of work,

Details for each of the above listed items:

REVIEW AND SUGGEST NEW DIRECTION FOR THE BRANDING OF THE HCVB IF NEEDED

The selected vendor or vendors will be asked to review and suggest creative product we could use in the convention, group and consumer marketing efforts.

Currently, the HCVB has a campaign running that places both groups and individual consumers "in the center of it all". Hampton is the geographical center for the area known as Hampton Roads. It is located along the Chesapeake Bay with the anchor cities of Williamsburg and Virginia Beach. The region is actually comprised of the cities of Chesapeake, Hampton, Isle of Wight, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Smithfield, Virginia Beach and Williamsburg. While some competition for group business exists, for the most part, it is agreed among the individual city's tourism offices to not cannibalize business among ourselves, but to "grow the whole pie" so we continually expand the scope of business that comes to the region.

Individual visitors rarely understand the geographical lines in the region. In this area we must market Hampton as a separate entity both for overnight visitors and day trippers.

We want input on whether the current promotion is valid and if not what would be suggested by a vendor. While we would not expect new creatives done for the presentation; we would want to hear the vendor's thoughts on our current direction and any suggestions they might like to explore with the review panel.

PRINT and ELECTRONIC MEDIA PLANNING AND PLACEMENT

The charge of the HCVB is to market outside the local region our attractions, lodging, dining and recreational offerings. While we do some local marketing for the HRCC and to educate our citizenry about the importance of tourism, most of our marketing is done in our target areas:

Convention/Meeting/Association
State and Federal Government
Sports and Recreational
Consumer-individuals and package offerings

Currently, we spend approximately \$700,000 on HRCC, convention, consumer and boating placements. At this time, we do not anticipate any increase and perhaps a slight decrease on the budget. However, with the current economic market, we would look for new suggestions to reach our target audience and to maximize our marketing dollars. We would like to see how the selected vendor would suggest this amount be divided over the markets and mediums.

Our predominant convention markets are sports, religious, state associations, state and federal government. We are launching a new effort in the hobby market. For consumer individual travel, we will put emphasis on a 200 mile radius target area.

We also try to partner up with the Virginia Tourism Corporation's co-op marketing offerings when possible and when those offerings align with our city attributes. Please refer to their marketing plan on their website www.vatc.org.

We offer during the year opportunities for our local Hampton partners to co-op with us purchasing larger advertising than they could purchase alone. Each year, we have a marketing and media plan where the stakeholders may examine and comment on the plan by November 1st. The selected vendor will work with HCVB staff to finalize the media plan (allowing some funds for contingencies) by October 1st of each year for the upcoming 18 months.

Since HCVB is currently working with an agency of record until the decision is made on this RFP, there will be overlap with some placement previously committed for the spring timeframe. The current agency will continue to service those placements and the selected vendor will work with any and all new placements going forward.

PRODUCTION ON SPECIFIC CAMPAIGNS

From time to time, our office is charged with advertising or promoting some city events. These are usually last minute and very specific in content. On average, the selected agency will have one or two of these a year to plan and execute. Generally, they are one print and perhaps one or two additional electronic ads to create and place.

ORIGINAL AND CREATIVE SUGGESTIONS FOR THE MARKETING OF HAMPTON AND PARTNERS

We have utilized the same marketing creatives for the past five years and while we are not suggesting they be retired, the successful vendor's new marketing plan can use the existing or offer other suggestions. We will look for utility of scale here. "If it isn't broken, don't fix it." We will look for creative new ways to freshen up the existing ads or offer a new direction. ANY AND ALL ARTWORK/CREATIVES REMAIN THE PROPERTY OF THE CITY OF HAMPTON THROUGH THE HCVB.

Throughout the year, at our monthly meetings, we will look to the vendor to suggest new ideas, campaigns and other marketing efforts to meet the changing landscape of tourism.

WORKING WITH THE ANNUAL BUDGET ALLOCATIONS FOR MARKETING AS DIRECTED BY THE EXECUTIVE DIRECTOR AND DIRECTOR OF MEDIA AND COMMUNITY SERVICES FOR THE HCVB

As the HCVB is a department of the city of Hampton government, our budget is determined by city council on an annual basis. While we do not anticipate a major shift in funding, current economic conditions dictate we have the most utilitarian features and best use of public funds possible. Generally, the budget is approved by council in April or early May. At that time, the HCVB and selected vendor will meet and plan the next fiscal year's

campaigns. Since marketing does not always correspond to fiscal year accounting, the ongoing relationships and dialogues between HCVB and selected vendor(s) is paramount.

MONTHLY MEETINGS WITH HCVB STAFF TO REVIEW PROGRAMMING, PLANNING AND PLACEMENT OF MARKETING VEHICLES

The selected vendor will hold monthly meetings at a location and time mutually agreed to by both the HCVB and the selected vendor(s). In addition to regular phone contact and email contact, it is important for the HCVB to meet face to face to discuss progress of current programs, evaluation of programs and planning for future programming. This meeting should coincide with the HCVB general managers meeting. It is expected the selected vendor will attend the general manager's meetings on at least a quarterly basis to see where the HCVB and HRCC can assist our stakeholders with market conditions. The HRCC Executive Director will also attend these meetings as often as their schedule permits. Response and turnaround to these new initiatives is important.

THE HCVB MAINTAINS OWNERSHIP OF ALL CREATIVE AND OTHER WORK DONE ON ITS BEHALF. THE SELECTED VENDOR(S) WILL DELIVER ON A FORMAT AGREEABLE TO THE HCVB ALL WORK DONE NO LESS THAN SEMI-ANNUALLY

This is self explanatory.

TRAINING, REPORTS and SUPPORT

TRAINING- If any training is necessary, please be specific on steps and time allocated to train HCVB staff.

REPORTS- The vendor should be monitoring advertising initiatives and bring suggestions to make course corrections as needed at the monthly meetings.

SUPPORT-HCVB staff requires the professional talent of agencies. As we move into the new medium of social and electronic marketing, our staff may need assistance in adjusting our marketing efforts.

IV. SPECIAL INSTRUCTIONS TO THE OFFEROR

A. Definitions:

Issuing Office:

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

Lisa Cumming

Consolidated Procurement Division

Community, Municipal Services/Education

1 Franklin Street, Suite 345

Hampton, VA 23669

Phone: (757) 727-2200

Fax: (757) 727-2207

Email: lcumming@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:

Sallie Grant-DiVenuti

Executive Director

Hampton CVB

1919 Commerce Drive Suite 290

Hampton, VA 23666

Email: sallie@hamptoncvb.com

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. Pre-Proposal Conference: January 25, 2010 at 2:00 PM

A Pre-Proposal conference will be held in the Boardroom located in the Hampton Roads Convention Center. 1610 Coliseum Drive, Hampton, VA 23666 to answer any questions regarding this RFP. Any changes determined necessary as a result of this conference or any other source that may affect the responses to the Proposal will be formally addressed by the Issuing Office via addenda. Attending this conference is not mandatory, but is advisable.

D. 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.

E. Questions:

Offerors must submit questions regarding the Request For Proposal in writing to the Issuing Office at (757) 727-2207 no later than **4:30 PM EST January 26 2010**. 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.

F. 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.

G. 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 1:01 P.M. or later) will not be considered and will be returned to the Offeror unopened.

H. Proposal Submittal Requirements:

1. Each Proposal submission shall be submitted to the Issuing Office and shall include the following documents:
 - a. The cover page of this Request for Proposal, which will contain:
 - 1) Original signature of an agent authorized to bind the company;
 - 2) Requested contact information;
 - 3) Company FEI/FIN number; and,
 - 4) Acknowledgment of any addenda on page one (1);
 - 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 five (5) copies of the proposal.
 - 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
 - Tab 3 – Capabilities and Skills
 - Tab 4 – Costs
 - Tab 5 – Exceptions
 - Tab 6 – Proposed alternatives to the City requirements

I. 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. Agencies or vendors employed or retained by another Virginia destination must be clearly stated in proposal. HCVB reserves the right to eliminate vendors that conduct similar services for other jurisdictions. However, working with another Virginia tourism entity will not necessarily remove a vendor for consideration.
3. Multiple vendors may work together to put together the proposal. However, there can only be one lead partner that the HCVB will routinely work with.
4. The following criteria will be used in the evaluation process:

a. CREATIVITY of PROPOSAL

This will be the area where the individual vendors will present their ideas for the marketing of the Hampton hospitality product where vendors can "strut their stuff". The form this presentation takes is solely up to the vendor. If you will need any audio visual, please make arrangements to bring your own laptop. Advance notification is required for screen, projector or other equipment to be in place to the time of the presentations.

b. KNOWLEDGE of TOURISM INDUSTRY

In this section of the proposal, the applicant vendor should state any city tourism or major attraction experience. In the event that multiple vendors are collaborating on this proposal, the information for each company utilized must be clearly stated. Examples of work for other tourism entities should be included. The examples will not be kept except for the selected vendor(s). Keenly important is the electronic experience of the vendor and their campaigns for other entities detailing success or failure and why. In this section, the vendor should provide at least four former clients that can be contacted for reference. Demonstrated knowledge of Tourism Industry (extra weight given if demonstrated knowledge is about Hampton Roads area and/or secondary tourism markets)

c. STRENGTH OF COMPANY AND THE PRINCIPALS WHO WILL BE WORKING ON THIS ACCOUNT

This part of the proposal should list the principals and experience level of the company. Resumes of the individuals who will be assigned specifically to this account will be required along with three additional references from other clients for which these professionals have performed services. Please provide complete contact information and scope of work that was done for each client. These references will be contacted for their experiences with the individuals whom will be assigned to this account.

d. ACCESSIBILITY

Due to requirement of a monthly face to face meeting, preference is for a Virginia company. However, vendors from outside the Commonwealth may be considered provided they state any travel expenses anticipated for these meetings.

e. COST

Since the HCVB is a governmental department of the city of Hampton, expense to our citizens is important, but the level of creativity and quality of work will be considered as a higher priority. Vendors may suggest hourly rate plus expenses and/or retainer plus expenses. A listing of anticipated expenses should be included in the proposal. The HCVB is billed the net rate for all advertising placement. All advertising placement must be submitted to the HCVB office monthly along with the tearsheet. Without tearsheet, expenses will not be paid.

f. MBE AND WBE PARTICIPATION PROGRAM

5. Exceptions/Alternatives will also be considered.
6. 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.
7. 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.
8. the City is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

J. 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 a City site at a date and time mutually agreed to between the City and Offeror and will be at the Offeror's expense.

K. 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 four (4) 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 marketing 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.

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.

L. 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 one (1) year, commencing on May 1, 2010 and expiring April 30, 2011.

B. Contract Extension:

This contract may be extended upon mutual agreement of both parties for four (4) 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 School Board of 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 School Board of the City of Hampton does not reduce or limit the liability or responsibilities of the Contractor.

E. 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.

F. 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.

VII. ATTACHMENT A: PRICING SCHEDULE

OFFEROR INSERTS PRICING AS ATTACHMENT A

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

VIII. 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 following forms are attached for use by bidders to ensure consistent submission of required data. These forms must be submitted with the proposal response.

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 _____

RFP 10-348344L Form #2 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 _____

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

