



REQUEST FOR QUALIFICATIONS

City of Hampton

ISSUING OFFICE:

DATE: March 31, 2009

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

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 Qualification are to be directed to the Issuing Office as defined herein.

COMMODITY: Internet Services NIGP CODE: 915-51

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

THIS IS NOT AN ORDER

RFQ ITEM NO.
09-345209/D

PROCUREMENT OFFICER

Doris McRae, CPPB
Senior Buyer

CLOSING DATE
April 28, 2009

CLOSING TIME
3:00 P.M. EST

PREPROPOSAL CONFERENCE
NONMANDATORY

DATE:
TIME: NA

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 QUALIFICATIONS, 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 website development and maintenance services for the Hampton Convention & Visitor Bureau (HCVB).

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
ENCLOSURES

Telephone Number

Fax Number

Company FEI/FIN#

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

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

The purpose of this RFQ is to garner responses from firms interested in providing website development and maintenance services for the Hampton Convention & Visitor Bureau (HCVB) for a term of one (1) year and can be renewed annually subject to five year duration without a new RFQ being issued and considered.

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 website development and maintenance.

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 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 an additional site for the 344,000 square foot convention center known as the Hampton Roads Convention Center (HRCC). The marketing Hampton attractions is the responsibility of the HCVB. The selected firm(s) will also work on the marketing for these entities through the HCVB and HRCC websites. In addition to the named entities above, Hampton retail, dining venues and business improvement districts have a marketing relationship with the HCVB and thus with the awarded vendor through the HCVB. Listings for all of these partners may be found on our website www.visithampton.com and www.thehrcc.com

Bidder's acknowledgement that the product and services offered will be in accordance with the provisions of the RFQ. The City reserves the right to split the award of this RFQ should it be determined by the City, in its sole discretion, to be in the City's best interest as outlined in paragraph DD.

II. SCOPE OF WORK (Sample)

A. General Requirements:

The City is seeking proposals for 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 Website development and maintenance services.

The goal for soliciting vendors to work with the HCVB staff is to increase room night sales in Hampton hotels and increase visitation with our retail, dining and attraction venues, thus producing more revenue through the generation of tax dollars.

B. Specific Requirements:

- Original and creative suggestions for the marketing of Hampton and partners
- Hosting of HCVB website
- Rework of or creation of NEW HCVB and HRCC websites to include sub-sites for partners
- Technical maintenance of HCVB and HRCC websites in cooperation with designated HCVB staff
- Social networking media to be considered with website as a possible featured item
- Working with an annual budget as directed by the HCVB Executive Director
- Monthly meetings with senior HCVB management team for first six months and then the meetings may become quarterly or as needed to review website functionality and effectiveness—person to person preferred but some conference call meetings are acceptable
- The HCVB maintains ownership of all creative, material developed and other work done on its behalf. The selected vendors will deliver all materials in a format agreeable to the HCVB work done no less than semi-annually
- Training, Reports and Support

These items are not listed in any priority but must be included and addressed in the proposal.

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. 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 daytrippers while promoting the region to encourage longer stays.

The charge of the HCVB is to market to outside audiences Hampton, our attractions, lodging, dining and recreational offerings. We also promote Hampton as a partner in the Hampton Roads tourism community. While we place 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

Our predominant convention markets are sports, religious, state associations, state and federal government. We are placing a new focus in the hobby market. For consumer individual travel, we emphasize a 200 mile radius target area.

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

PRODUCTION ON SPECIFIC CAMPAIGNS

From time to time, our office is charged with advertising or promoting city events. These are usually last minute and very specific in content. New landing pages may need to be created at short notice for some of these campaigns.

ORIGINAL AND CREATIVE SUGGESTIONS FOR THE MARKETING OF HAMPTON AND PARTNERS

Throughout the year during our meetings, we will look to the selected vendor to suggest new ideas, campaigns and other marketing efforts to meet the changing landscape of tourism through our website and advertising presence.

HOSTING OF HCVB WEBSITE

The HCVB currently has websites contracted through Spring 2009. At that time, we will look at all options for hosting from in house to contracted site. In the past, we have contracted for this service from an outside agency. Our site is currently located with our current agency. If there is a relocation, it is expected the current and future vendors will work together to transition this function smoothly.

REWORK of HCVB and HRCC WEBSITES WITH DESIGNATED HCVB STAFF-- INCLUDING SOCIAL NETWORKING MEDIA

The current site for the HCVB and the HRCC have served us adequately in the past, however, we are looking for a more dynamic look and user friendly feel and function. Our current website is located at www.visithampton.com and the HRCC site is located at www.thehrcc.com. Currently, the HCVB has ownership over a number of domains that may be utilized for specific campaigns.

It is desired the new website will have the following operations or features:

1. Have a fresh and user friendly look with ease of navigation
2. Three separate sites will be considered to market to two separate but equally important groups of customers---1.) meetings and conventions; 2.) The Hampton Roads Convention Center; 3.) individual travelers. The meetings and individual sites will be co-located with the www.visithampton.com while the site for the HRCC will have its own address but will also contain some visitor information. Both sites must be linked and work together to present the entire offerings of the city.
3. Interactive links with our hotels and other hospitality partners by creating several mini sites within the HCVB and HRCC sites is an integral part of our marketing strategy. This will be accomplished by providing our partners a page or pages to market their venues. The individual partners will post their content to a site to be reviewed by our team before posting to the live website. Their access to their pages will be password protected.
4. Interactive visitor guide-- Currently the HCVB has an ongoing contract to provide the electronic visitor guide. Selected vendor may be required to work with the visitor guide vendor to accomplish this website feature.
5. Training of HCVB staff designated to update basic content in house
6. Major upgrades or landscape templates would be done by the selected vendor
7. Several (up to ten) stock templates are to be developed for use by our partners on their mini-sites
8. Social networking experience is valuable to our efforts. The review panel will examine success of the social networking skills of applicant vendors through their work submitted with this proposal. Since this is a new medium and very time and labor intensive, suggestions on how to market to this very broad clientele will be helpful in determining vendor experience and knowledge of this arena. Vendor should have the successful experience in this area to be able to educate HCVB staff. Discussion of social networking opportunities and time contingencies must be part of the proposal
9. Animation through flash, streaming or other methods should be addressed in the proposal. Our desire is to have a lively and inviting website that will work for multi-generational travel
10. Inclusion of an online booking engine for visitors to make reservations for our Hampton hotels from our site.

WORKING WITH THE ANNUAL BUDGET ALLOCATIONS AS DIRECTED BY THE EXECUTIVE DIRECTOR

The HCVB is a department of the city of Hampton government and our budget is determined by city council on an annual basis. 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.

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

The selected vendor will hold 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 extremely important.

The selected vendor is further expected to attend tourism industry meetings, as appropriate, to ensure campaign decisions are made based on industry trends and best practices.

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- It is expected routine updates to the HCVB and HRCC websites will be done and provided to staff within the HCVB office. As the new website is launched, the selected vendor will provide training in sufficient quantity to educate the necessary staff inputting HCVB and HRCC data, as well as to review offline postings received from the HCVB partners and to turn their information live. The proposal should detail the time estimate for training of our staff. Please include at least two training sessions for our partners to educate them on their participation on inputting so they can manage their own mini-sites. Once the partners have submitted their copy or changes through the website, the HCVB designated staff will review material and if appropriate, allow new information to go live.

REPORTS- Reports on the traffic on all website pages and URLs are required on a monthly basis. The selected vendor may be required to set these reports up for routine running. This can be provided through Google or WebTrends or other like software. The in house staff will run the reports, but the vendor should also be monitoring these reports and be prepared at the monthly meeting to discuss trends emerging on the website traffic and suggestions for action items.

SUPPORT- Support for the website can come in many forms, but it is expected the vendor will work with HCVB staff to identify keywords and work to optimize website content and search engine results for all Hampton urls utilized. Support will also be required in major landscape changes to the website or templates used.

SPECIAL INSTRUCTIONS TO THE OFFEROR

A. Definitions:

Issuing Office:

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

Sallie Grant-DiVenuti, Executive Director
Hampton Convention & Visitor Bureau
1919 Commerce Drive, Suite 290
Hampton, VA 23666
757 722-1222
757 896-4600
Email: sgrant-divenuti@hanptoncvb.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 RFQ or any subject related to this RFQ 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 RFQ 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 RFQ Item Number. Offeror will be added to the City's Planholders' list and will receive notification of any addenda to the RFQ.

D. Questions:

Offerors must submit questions regarding the Request for Qualification in writing to the Issuing Office at (757) 727-2207 no later than **4:30 PM EST April 9, 2009**. 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 RFQ.

E. Changes or Modifications:

Changes or modifications to this Request for Qualifications 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 Qualification. Oral communications are not a part of the Proposal documents. This RFQ and any addenda shall be incorporated, by reference, into any resulting contract.

F. RFQ 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.

G. 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 Qualification, 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. 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 Qualification'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 Ten (10) 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 Qualification. 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

H. 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 RFQ.

The following criteria will be used in the evaluation process:

Creativity of proposal (Ability of vendor to understand the RFQ and to creatively speak to our target audiences)
 Knowledge of Tourism Industry (extra weight given if knowledge is about Hampton Roads area and/or secondary tourism markets)

Strength of company and the principals who will be working on this account. Resumes of all persons working on this account should be included.

Accessibility-the times that the selected vendor would be available to our staff for consultation. Also, please list estimation of the number of hours per month for staff to contact and consult with selected vendor. Should the amount of consultation exceed allocated terms, provide the hourly additional charges, etc

Cost for the creation and launch of the website and the cost of support on an annual basis

Agencies or vendors employed or retained by another Virginia destination must be clearly stated in proposal. HCVB reserves the right to eliminate vendors that conducts similar services for other jurisdictions. However, working with another Virginia tourism entity will not necessarily remove a vendor for consideration.

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.

There will be a panel review of the final selected vendors. This panel will be comprised of members of the Hampton hospitality community, procurement staff and HCVB/HRCC staff. The location for the presentation

will be the Hampton Roads Convention Center during the week of May 2, 2009. The finalists will be notified by the Procurement Department of the date and time of their presentation.

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 at the time of the presentations.

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.

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.

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.

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.

2. Exceptions/Alternatives will also be considered.
3. 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.
4. 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 RFQ 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.
5. the City is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

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

J. Preparation of Proposals:

K. 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 RFQ.

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 Hampton City Schools.
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 RFQ. 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 RFQ.
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 RFQ.

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.

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.

4. Exceptions/Alternatives - Detail any exceptions taken to the ***Scope of Work*** and ***Terms and Conditions*** sections of this RFQ. For each exception, specify the RFQ 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 RFQ, as described in the Exceptions/Alternatives section of this RFQ.

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.

III. GENERAL TERMS AND CONDITIONS

A. Contract Document:

This RFQ, 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 RFQ 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 Qualifications.

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 RFQ 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 Qualifications 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 RFQ.

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 RFQ, 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 RFQ. 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 RFQ.

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 RFQ 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 RFQ 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 RFQ 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 RFQ.

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.

IV. SPECIAL TERMS AND CONDITIONS Contract Term:

This contract term shall be for one (1) year from the date of initial Purchase Orders.

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 RFQ.

A. 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.

B. 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 RFQ.

Insurance shall be maintained during the entire term of the contract and any extensions and shall be of the following forms and limits:

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

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.

C. 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.

D. 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.

E. 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.

List of Attachments:

1. Map of Hampton Roads and Map of East Coast of United States
2. List of Hampton Hotels and the rooms for each property
3. Hampton Roads Convention Center materials
4. List of Hampton Attractions, Retail and other venues
5. List of Hampton business improvement districts
6. Samples of current creative for both convention, group and consumer
7. VTC Co-op advertising example
8. HCVB co-op advertising example for Hampton stakeholders
9. HCVB and HRCC domain name