



REQUEST FOR PROPOSALS

City of Hampton
ISSUING OFFICE:

DATE: December 22, 2020

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. HCS 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: Annual Needs for Electrical and Mechanical Engineering Services

NIGP CODE: 92531, 92567

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

THIS IS NOT AN ORDER

RFP ITEM NO. 21-212446/EA
PROCUREMENT OFFICER Erika Allen, VCO, VCA Senior Buyer
CLOSING DATE January 28, 2021
CLOSING TIME 10:00 A.M. EST
PREPROPOSAL CONFERENCE DATE: N/A TIME: N/A

THE SCHOOL BOARD OF THE CITY OF HAMPTON (HAMPTON CITY SCHOOLS OR "HCS") AND THE CITY OF HAMPTON, HEREAFTER REFERRED TO AS "SOLICITOR", 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, HCS 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 SCHOOL BOARD OF THE CITY OF HAMPTON DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

Electrical and Mechanical Engineering Services

The Solicitor is seeking proposals from qualified Offerors to provide on-call Electrical and Mechanical Engineering Services annually on an "as-needed" basis.

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

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

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified offerors to provide on-call Electrical and Mechanical Engineering Services annually on an “as-needed” basis. This RFP will be a joint solicitation. The School Board of the City of Hampton (Hampton City Schools or HCS) and the City of Hampton (City) shall be referred to collectively as “Solicitor.”

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, HCS 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.

HCS 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. HCS's demographic data may be accessed via the hyperlink below:

[Population and Income Updates](#)

Hampton City Schools

Based on the Commonwealth of Virginia Department of Education's (DOE) 2017-2018 Fall Membership Report, Hampton City Schools (HCS) is the fourteenth largest school division in the Commonwealth with approximately 19,911 students. HCS is an urban school system educating children in eighteen (18) elementary; five (5) middle schools, four (4) high schools, one (1) gifted center, one (1) adult and alternative learning center, two (2) PK-8 schools and one (1) preschool. A listing of HCS and its locations may be accessed via HCS' official web site at <http://www.hampton.k12.va.us>.

In its offer, Offeror must provide a firm-fixed price for each item listed below. If applicable, then Offerors are to provide its Virginia Contractors License, descriptive literature, as described in the Descriptive Literature paragraph of this solicitation and include, not only, a record of Offeror's experience in providing comparable services, but also states offeror's acknowledgement that the product and services offered will be in accordance with the provisions of the RFP. SOLICITOR reserves the right to split the award of this RFP should it be determined by SOLICITOR, in its sole discretion, to be in the SOLICITOR' best interest.

In using this method for solicitation, we are requesting your best effort in seeking a “best value” solution to our requirement. To be entitled for consideration, sealed proposals shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected Respondent to meet all specifications and guidelines set forth herein. SOLICITOR, at its sole discretion, determines

the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger resulting from determinations or decisions by the School Board.

III. SCOPE OF WORK

A. General Requirements

1. The Solicitor is seeking expressions of interest and statements of qualifications for professional electrical and mechanical engineering services.

B. Specific Requirements

1. Services to be provided shall include but not limited to the following:
 - a. Electrical and mechanical evaluation of district buildings to determine causes(s) of mechanical and electrical defects with recommendations for corrective measures including cost estimates.
 - b. Mechanical and electrical study of existing building systems for upgrades, energy management, space planning and related analysis, including budgetary estimates
 - c. Condition assessments of Solicitor owned facilities, including all major building components with prioritization of recommended maintenance, repairs and replacements.
 - d. Preparation of as-built floor plans and elevations
 - e. Prepare contract documents (plans and specifications) for maintenance, repair and replacement projects for bidding in accordance with applicable procurement rules and regulations
 - f. Review shop drawings for general compliance with design requirements and contract documents
 - g. Provide construction contract administration services including on-site overview and inspection, submittal review and approval, and issuing supplementary details and instructions as required.
 - h. Deliverables will be verified with each specific task. All investigations and studies shall include budgetary cost estimates and supporting photographs (as requested and required). Contract documents shall include preliminary, pre-final and final submittal of detailed plans and specifications (pre-final and final only).
 - i. Prior to an engagement to design a project, both parties must execute the Solicitor's Professional Services Contract.

C. Responsibilities of Solicitor and Contractor for Projects

1. The Solicitor shall provide in writing a complete program regarding requirements for individual Projects.
2. The Solicitor shall designate a representative authorized to act on its behalf with respect to each Project. The Solicitor shall examine documents submitted by the Contractor and shall render decision pertaining thereto promptly, to avoid unreasonable delay in the progress on the Contractor's services.
3. The Solicitor shall make available all existing data pertaining to the site such as grades and lines of streets, alleys, pavement and adjoining property; right-of-ways, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and data pertaining to existing building, other improvements and trees; a available information concerning service an utility lines both public and private, above and below grade, including inverts and depths.. All contingent upon available data and written request from Contractor.
4. The Solicitor shall furnish structural, mechanical and chemical and other laboratory tests, inspections and reports as required by law or Task Orders.
5. If the Solicitor becomes aware of any fault or defect in any Project or non-conformance with the contract documents, it shall give prompt written notice thereof to the Contractor.
6. Nothing contained in this RFP shall be interpreted to mean the Solicitor surrenders or limits any right as a Solicitor and party to any contract for construction issued in connection with his Contract.
7. The Contractor shall be responsible for reviewing all data supplied by the Solicitor under for accuracy and completeness as needed for any designed scope.
8. If sub surface investigation is deemed necessary by the Contractor and the Solicitor concurs for a particular Project, the following steps shall be followed. Contractor shall obtain at least three (3) bids and forward them to the Solicitor. The Solicitor will issue a contract with instructions that all work is done under the direction of the Contractor. The Contractor will receive a copy of all reports for review. Payment will be made by the Owner, only after Contractor has approved the reports.
9. The Contractor shall be responsible for all contacts with all utility companies and shall be responsible for insuring that any Project design is compatible with demands of all utility companies, including locations

or relocation of valves, conduit, transformers, switches, meters, or any other device(s) required by any utility company or city codes.

10. *The Contractor shall be responsible for recognizing that during any Design Phase associated with a
11. Project it shall find itself in conversation with various Owner representatives and may hear expressions of needs or wants that conflict with the written program furnished by Owner. Such conflicting statements shall not be acted upon the Contractor unless a written addendum to the program is issued by the Owner's representative who has the authority to issue such written addendum.
12. *Contractor shall act as the prime contractor for the services to be provided under this Contract and shall be the sole point of contact with regard to all obligations due under this Contract. To the extent Contractor employs subcontractors to perform obligations under this Contract, Contractor agrees that it will:
 - a. Inform subcontractor of the proposed use and disposition of the subcontractor's product or services, and obtain a written statement from subcontractor that it has no objection and that the Owner is not liable to the subcontractor for any work performed under this Contract.
 - b. Obtain prior written approval from the Contract Administrator at least ten (10) calendar days prior to the subcontractor work being performed.
 - c. Be solely responsible for all work performed and materials provided by subcontractors and for the liability of subcontractors for the types and limits required of the Contractor under this Contract.
13. At the commencement of this Contract, Contractor shall be authorized to transact business under the Commonwealth of Virginia as a domestic business entity.
14. Contractor shall not allow its existing existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of the Contract.
15. Contractor shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of the scope of work set forth herein and provided for any Project assigned pursuant to this contract. Contractor represents that it possess all necessary licenses and permits required to conduct its business or that will acquire and additional licenses and permits necessary for performances of this Contract prior to the initiation of work and shall maintain all such licenses and permits throughout the term of this Contract. Failure to maintain such licenses and permits and provide copies to the Owner shall constitute a material breach of this Contract.

D. Other Requirements

1. The Solicitor shall provide in writing a complete program regarding requirements for individual Projects.
2. The Solicitor shall designate a representative authorized to act on its behalf with respect to each Project. The Solicitor shall examine documents submitted by the Contractor and shall render decision pertaining thereto promptly, to avoid unreasonable delay in the progress on the Contractor's services.
3. The Solicitor shall make available all existing data pertaining to the site such as grades and lines of streets, alleys, pavement and adjoining property; right-of-ways, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and data pertaining to existing building, other improvements and trees; a available information concerning service an utility lines both public and private, above and below grade, including inverts and depths.. All contingent upon available data and written request from Contractor.
4. The Solicitor shall furnish structural, mechanical and chemical and other laboratory tests, inspections and reports as required by law or Task Orders.
5. If the Solicitor becomes aware of any fault or defect in any Project or non-conformance with the contract documents, it shall give prompt written notice thereof to the Contractor.
6. Nothing contained in this RFP shall be interpreted to mean the Solicitor surrenders or limits any right as a Solicitor and party to any contract for construction issued in connection with his Contract.
7. The Contractor shall be responsible for reviewing all data supplied by the Solicitor under for accuracy and completeness as needed for any designed scope.
8. If sub surface investigation is deemed necessary by the Contractor and the Solicitor concurs for a particular Project, the following steps shall be followed. Contractor shall obtain at least three (3) bids and forward them to the Solicitor. The Solicitor will issue a contract with instructions that all work is done under the direction of the Contractor. The Contractor will receive a copy of all reports for review. Payment will be made by the Owner, only after Contractor has approved the reports.

IV. SPECIAL Definitions:

A. Issuing Office

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

Erika Allen, CPPB, VCO, VCA, 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: erika.allen@hampton.gov

B. SOLICITOR Contract Administrator

Wherever used in this Invitation to Bid and for purposes of any notices under this contract, SOLICITOR Contract Administrator will be:

Daniel Bowling, Chief Operations Officer
School Operations and Maintenance
Hampton City Schools
2113 Woodmansee Drive
Hampton, VA 23663
Phone: (757) 850-5123
Email: dbowling@hampton.k12.va.us

V. INSTRUCTIONS TO THE OFFEROR

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

Direct contact with HCS 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.

B. Pre-Proposal Conference: N/A

C. Site Visit: N/A

D. Questions:

Offerors must submit questions regarding the Request for Proposal in writing to the Issuing Office at erika.allen@hampton.gov no later than **4:30 PM EST January 5, 2021**. 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 <http://www.hampton/bids-contracts> web site or contacting the Issuing Office within 48 hours prior to Proposal closing to secure any addenda issued for this RFP.

E. Changes or Modifications:

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

F. RFP Closing:

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this Information for Proposal. Proposals received after the specified date and time (time stamped 10:01 A.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 Proposal, which will contain:
 - 1) Original signature of an agent authorized to bind the company;
 - 2) Requested contact information;
 - 3) Company FEI/FIN number; and,

- 4) Acknowledgment of any addenda on page one (1);
- 5) Completed Attachment B-Background Certificate
- b. Pricing Schedule-Attachment A
- c. Completed and signed anti-collusion/nondiscrimination clauses on page 2;
- 2. Offerors are encouraged to submit their Proposals on recycled paper.
- 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 **six (6) copies** of the proposal, which are six (6) copies.
 - 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 (10:01 AM 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 – Capability and Skill
 - Tab 3 – Services to be Provided
 - Tab 4 -- Minority/Woman Owned Participation
 - Tab 5 – Exceptions/Alternatives

Overall Proposal Score

CRITERIA	POINTS
Experience	35
Capability and Skill	25
Services to be provided	35
Minority/Woman Owned Participation	5

H. Evaluation of Proposals:

1. After the proposal opening, HCS will select for further consideration two or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on Offerors' responses to the information requested in this RFP.
2. The following criteria will be used in the evaluation process: Offeror's experience, capability and skills to perform the services required, project methodology and cost.
3. Exceptions/Alternatives will also be considered.
4. Based on the initial evaluation, HCS may request the selected Offerors to make oral presentations. Thereafter, HCS will conduct negotiations with each of the selected short-listed Offerors. Individuals representing the Offeror during negotiations shall have the authority to negotiate and contractually bind the company to a contract.
5. After negotiations are completed, HCS will select the Offeror who, in HCS opinion, has made the best proposal and shall award the contract to that Offeror (referred to in this RFP as the Contractor). Should HCS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

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

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 HCS'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 to include, but not be limited to:

Offeror's established experience record in providing comparable services to organizations similar to Hampton City Schools, include samples of work.

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 three (3) to five (5) references for which Offeror has completed services comparable to those described in this RFP. Include references for work performed in an environment comparable to HCS. 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 HCS with the services requested in this RFP.

Governmental/School experience is preferred.

2. Capability and skill - Describe the qualifications and skills of the organization to provide the services. Said description to include, 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 HCS;

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 include technical expertise/experience of Contractor's staff. 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 HCS that enhance efficiency and effectiveness. Innovative solutions will be considered by HCS.

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 HCS to furnish under this contract.

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

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

4. Minority/Woman Owned Participation- Provide details about your status as a SBSD-certified MBE or WBE or intent to subcontract any portion of work to a SBSD-certified MBE or WBE, see Attachment B.

5. Exceptions/Alternatives- Offeror has the option to propose alternate solutions at it relates to the Scope of Work. 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 must not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this RFP.

J. Cost of Responding:

This solicitation does not commit HCS 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 HCS obligated to procure or contract for such services.

I. 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 SOLICITOR 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. SOLICITOR reserves the right to submit such information to SOLICITOR 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 SOLICITOR 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 SOLICITOR 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 SOLICITOR. SOLICITOR 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.
6. To obtain payment for work performed under this Agreement, if the Contractor is an individual, the individual Contractor shall provide his social security number. If the Contractor is a proprietorship, partnership, or corporation, the Contractor shall provide its federal employer identification number.

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.

Payments to Subcontractors:

In accordance with Title 2.2, Chapter 43, Article 4 of the Code of Virginia (Virginia Public Procurement Act), Contractor shall make payment to all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the SOLICITOR; or, shall notify the SOLICITOR and subcontractors in writing of the intention to withhold all or a part of the amount due along with the reason for nonpayment. In the event payment is not made

as noted, Contractor shall pay interest at the rate of one (1) percent per month, unless otherwise provided in the Agreement, to the subcontractors on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein.

These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor.

Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation of the HSC. An Agreement modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

I. Non-Assignment:

Contractor shall not assign its rights and duties under this Agreement without the prior written consent of SOLICITOR 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. Anti-collision/Nondiscrimination Requirements Form:

The attached "Anti-collision/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 anti-collision/nondiscrimination statement.

L. Hold Harmless/Indemnification:

It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all material damages to persons or property caused by or resulting from or arising out of any act or omission on the part of 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 SOLICITOR 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 SOLICITOR, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against SOLICITOR, 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) SOLICITOR business days after the date of mailing when mailed by United States mail, certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

To SOLICITOR 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:** SOLICITOR 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 SOLICITOR that goods and/or service deliverables provided by the Contractor under this contract are damaged and/or not of the quality specified by SOLICITOR, 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 SOLICITOR.
3. Contractor shall remove all rejected materials, equipment or supplies from the premises of SOLICITOR within ten (10) days of notification. Rejected goods and/or service deliverables not removed from

SOLICITOR's premises within ten (10) days will be regarded as abandoned, shall become the property of SOLICITOR, and SOLICITOR shall have the right to dispose of such items.

4. SOLICITOR reserves the right to authorize immediate purchase from other sources against rejections.
5. Liability: Contractor shall be liable to SOLICITOR for all costs incurred by SOLICITOR 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 SOLICITOR due to non-responsive performance of Contractor.

O. Termination Without Cause:

SOLICITOR 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 SOLICITOR, at the time of termination. In the event SOLICITOR terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to SOLICITOR 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, SOLICITOR 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, SOLICITOR 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 SOLICITOR 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 SOLICITOR 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 SOLICITOR's written notice or such other time frame, greater than ten (10) calendar days, specified by SOLICITOR Contract Administrator in the notice.

Fails to submit a written response to SOLICITOR's notification of noncompliance within ten (10) calendar days after the date of SOLICITOR 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 SOLICITOR 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 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 City of Hampton. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton, **or the United States District Court for the Eastern District of Virginia, Norfolk Division.**

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 SOLICITOR 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, SOLICITOR 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 SOLICITOR of any kind whatsoever.

X. Tax Exemption:

SOLICITOR 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, SOLICITOR will furnish the Contractor with tax exemption certificates or SOLICITOR tax exempt number.

Y. Vendor's Invoices:

Contractor shall submit to SOLICITOR 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 SOLICITOR Purchase Order Number.

Z. Contractual Disputes:

Any dispute concerning a question of fact as a result of a contract with SOLICITOR which is not disposed of by agreement shall be decided by SOLICITOR 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 SOLICITOR 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 SOLICITOR. 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 SOLICITOR.

BB. Payment Terms:

To be eligible for payment, all labor, equipment and materials covered under Contractor's invoice must be completed and accepted by SOLICITOR. SOLICITOR 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 SOLICITOR 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 SOLICITOR 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 SOLICITOR during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

CC. Audits:

SOLICITOR 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 SOLICITOR, 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 SOLICITOR. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which SOLICITOR 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:

SOLICITOR 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 SOLICITOR in its sole discretion. At SOLICITOR's sole discretion, SOLICITOR may reject any or all proposals in whole or in part if such action is determined to be in SOLICITOR's best interest. SOLICITOR 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 SOLICITOR. 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:

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

II. SPECIAL TERMS AND CONDITIONS

A. Contract Term:

This contract shall continue in force for the term of one (1) year. 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.

B. Time is of the Essence:

Time is of the essence in this Contract. Contractor expressly acknowledges that in the performance of its obligations, SOLICITOR 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.

C. Insurance:

Contractor shall submit to SOLICITOR 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 SOLICITOR, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to SOLICITOR.

The certificates of insurance shall list the School Board of SOLICITOR 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 SOLICITOR of Hampton does not reduce or limit the liability or responsibilities of the Contractor.

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

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

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

Contractor shall provide the SOLICITOR with its social security number or federal taxpayer identification number prior to receiving any payments for services under this Contract.

D. 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 SOLICITOR 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

SOLICITOR, 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. SOLICITOR may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures, and Contractor shall save harmless and indemnify SOLICITOR 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.

E. 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 SOLICITOR and hold SOLICITOR harmless from any cost, expense, damage or loss incurred in any manner by SOLICITOR on account of any such alleged or actual infringement.

F. 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). SOLICITOR of Hampton acts only as the issuing agent and is not responsible for placement of orders, payment or discrepancies of other participating Public Bodies.

G. Criminal Background Check Requirements

1. **Provider shall certify on Attachment A that all employees employed in support of this Contract who have direct contact with students, which is defined to mean being in the presence of students during regular school hours of during school-sponsored activities, have not been convicted of (i) a felony; or (ii) any offense involving the sexual molestation, physical or sexual abuse or rape of a child.**

FOREIGN AND DOMESTIC BUSINESSES-AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH

Contractor whether organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity and shall provide proof thereof. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of the Agreement. Failure by the Contractor to remain in compliance with the provisions of this section shall be deemed a material breach of this Agreement.

A withdrawal of bid due to error shall be in accordance with Section 2.2-4330 B (1) of the Code of Virginia. The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after conclusion of the bid opening procedure and shall submit original work papers with such notice.

Hampton City Schools does not discriminate on the basis of race, color, national origin, sex, disability, age or other protected classes in its programs, activities and employment practices and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the non-discrimination policies: Robbin A. Ruth, Executive Director of Human Resources, One Franklin Street, Hampton, Virginia 23669 757-727-2318.

**CITY OF HAMPTON, VIRGINIA and HAMPTON CITY PUBLIC SCHOOLS
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

This information is to assist the contractor to understand the insurance requirements of the City of Hampton (City) and Hampton City Public Schools (HCS). Contractors are encouraged to share this information with insurance agents and brokers. **In all cases the RFP or ITB requirements override statements in this document.**

1. Agreement/Reference. All evidence of insurance must identify the nature of your business with the CITY/HCS. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your insurance is properly assigned to the correct project. It is important that you **provide the types of coverage and minimum dollar amounts specified in the RFP or RFB document.** **Failure to provide the requested amounts may lead to disqualification and increase processing time.**

2. When to submit. Normally no work may begin until the certificate of insurance (COI) with proper endorsement has been received. It is important that the certificate and endorsement be provided as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. Acceptable Evidence and Approval. Proof of insurance is normally provided on an industry form known as the ACORD Certificate of Insurance. Insurance industry certificates other than the ACORD may be accepted after review. In addition to the ACORD form, an Insured Endorsement naming the CITY or HCS as an additional insured that has been completed by your insurance company or its designee must be attached to the COI. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured and the substantiating endorsement must be attached. Attaching the section of the insurance policy covering contractual additional insureds may be used until the actual endorsement is received.

All evidence of insurance must be authorized for the insurance provider by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to **ACORD Certificates and other Insurance Certificates:**

- **A copy of the full insurance policy.**
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.
- **Self-Insured** contractors or vendors must submit for review to the Risk Manager documentation of its financial ability to self-insure for each coverage required. (See Para 6 below.)

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law
- Professional Liability insurance

4. Renewal. Upon renewal of any insurance policy it is the responsibility of the contractor to provide the updated ACORD Certificate of Insurance or other acceptable documentation to the City or HCS. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

5. Cancellation. The contractor/vendor must inform the City/HCS 30 days before insurance is cancelled or not renewed. The requirement for the insurance company to inform the additional insureds is not enforceable. Failure to inform must be considered a substantive violation of the contract and could result in the contract being cancelled.

6. Alternative Programs/Self-Insurance. Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY Risk Manager has reviewed the relevant documents. Any contractor or

vendor that wishes to satisfy insurance requirements as a self-insured party must receive permission from the Risk manager by submitting a request to the Risk Management Department.

7. **General Liability.** General liability insurance covering your operations (and products, where applicable) is required whenever the CITY or HCS is at risk of:

- **Third-party claims** which may arise out of your work or your presence or special event on city premises.
- **Sexual misconduct claims coverage** is a required coverage when the work performed involves minors.
- **Fire legal liability insurance** is required for persons occupying a portion of CITY or HCS premises.

8. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY or HCS premises; it is not required for simple commuting unless CITY or HCS is paying mileage. However, compliance with Virginia law requiring auto liability insurance is a contractual requirement.

9. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

10. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law the minimum coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement that can be obtained from Risk Management.

A Waiver of Subrogation on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

11. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY.

12. **Builder's Risk/Course of Construction** is insurance coverage that protects the owner's interests in the structure as well as materials, fixtures and/or equipment being used in the construction or renovation of a building or structure should those items sustain physical loss or damage from a covered cause. It is required during construction projects and must include building materials in transit and stored at or away from the project site. This would also include materials purchased by the City for installation or erection by the contractor.

13. **Surety or Bond** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A Fidelity Bond may be required to handle CITY funds or securities, and under certain other conditions. Specialty coverages may be needed for certain operations as outlined in the RFP or ITB.

ATTACHMENT A: Background Certificate

I certify that the applicant firm is in compliance with the *Code of Virginia § 22.1-296.1*, regarding providing certification from the company and any employee that will come in direct contact with students, for the provision of services under this contract.

I certify that the applicant firm and any of its employees, that will come in direct contact with students, have (i) never been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

BY: _____ (SIGNATURE)

_____ DATE

Employee Certifications (Employees that will come in direct contact with students)

I certify that I have (i) never been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor (ii) convicted of a crime of moral turpitude.

Printed Name	Signature
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Attach certification sheets as necessary)

Attachment B:

MINORITY AND WOMAN-OWNED BUSINESS PROGRAM

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

The subcontracting goals established for this Contract include:

Minorities (MBE)-2.4% Non-minority women (WBE)-4.7%

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 Virginia Department of Small Business and Supplier Diversity (SBSD).

Any minority or woman-owned business that is not a certified SWAM vendor will not be considered for meeting the Contract goals as established.

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 the Procurement Department to ensure accurate utilization records.

Prime Contractors are to submit quarterly sub-contractor payment information on all certified minority and woman-owned vendors no less than quarterly after the Notice to Proceed (NTP) is issued by the Public Works Department.

Failure of a Prime Contractor to submit required documentation to the City can result in the withholding of a payment and/or other sanctions imposed by the City.

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. 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. 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. The following is a list of types of actions which are considered good faith efforts:

- 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 SBSB 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 reserves the right to review subcontracting plans and good faith efforts to ensure that both goals are achieved. The City will utilize a performance evaluation process that will include documenting the quality of work and business practices of all vendors used on City contracts of \$100,000 and above.

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

**CITY OF HAMPTON
DEPARTMENTAL MINORITY AND WOMAN-OWNED BUSINESS SOLICITATION
TELEPHONE RECORD FOR GOODS AND SERVICES**

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

Completed by: _____ Date: _____

Department Director: _____

**CITY OF HAMPTON
SUBCONTRACTOR/SUPPLIER UTILIZATION FORM
POTENTIAL MINORITY AND WOMAN-OWNED BUSINESS PARTICIPATION**

Project no. _____ Date submitted: _____

Bid goal % _____ Total Contract Value _____

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

I/We propose that the certified SBSB 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 _____

**MBE/WBE Form 3
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 SBSD 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

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

1. How do I know if there is a goal on a project?

It will be mentioned in the ITB (Invitation to Bid) or RFP (Request for Proposal). Bidders are encouraged to utilize certified SWaM vendors towards their efforts in meeting the MBE and WBE goals.

2. What is a SWaM vendor?

SWaM is the acronym for Small, Women and Minority owned businesses. A SWaM vendor is a business that has been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) and is listed in the SWaM Vendor Directory.

3. Where can I find a list of SWaM certified MBE and WBE businesses?

A list of certified SWaM businesses can be found at the following websites:

- City of Hampton Small Business Directory: <http://hamptonpublic.hampton.gov/swam/search.aspx> allows searches by SWaM type, city location and description of work.
- Virginia Department of Small Business and Supplier Diversity www.sbsd.virginia.gov
The SBSBD website allows searches by company name, SWaM type, NIGP commodity code or description and Zip & NIGP Code.

4. Is it possible to meet both the MBE and WBE goals utilizing one contractor?

No. It is not possible to meet both the MBE and WBE goals utilizing one contractor. These are two separate goals; one for MBE and one for WBE and are independent of each other.

5. I have worked with a minority owned business in the past, but they are not SWaM certified, can I still use them towards meeting the goal?

No. The CITY requires that each minority and woman-owned business become SWaM certified by SBSBD. Any minority or woman-owned business that is not a certified SWAM vendor will not be considered for meeting the contract goals as established.

6. I am a Minority /Woman Owned Business, but I am not SWaM certified, how do I get certified?

As found on the SBSBD website, there are four steps to get certified: Complete an online application, Print out your application, Collect your supporting documentation on the checklist and send the signed application form to the SBSBD. Visit their website at www.sbsd.virginia.gov to start the process.

7. I am a SWaM certified minority / woman owned business, do I still need to meet the MBE and WBE goals?

Yes. The CITY encourages all prime contractors bidding on a project to document efforts and meet the goals.

8. Can I utilize vendors certified as a Small Business (S) that I found on the City of Hampton's Directory or the Virginia Department of Small Business and Supplier Diversity Directory?

You can, but it won't be counted towards meeting the MBE and WBE goals. To meet the MBE goal a business needs to be certified as a Minority Owned Business Enterprise (M), Minority Owned Small Business Enterprise (MS). To meet the WBE goal a business needs to be certified as a Woman Owned Business Enterprise (W) or Woman Owned Small Business Enterprise (WS).

9. Which forms do I have to turn in at bid opening?

There are 3 forms in your bid response forms pertaining to the Minority Business Program. At time of bid opening, submit Form 1 (Solicitation Telephone Record for Goods and Services), Form 2 (Subcontracting/Supplier Utilization Form) and Form 3 (Subcontractor/Supplier Solicitation and Utilization Form). *If awarded a contract, Payment Information will need to be submitted MONTHLY during the course of the contract using Form 4 (Minority and Woman-Owned Business Payment Report).*

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

Fill out Form 2 (Subcontracting/Supplier Utilization Form) completely. Bidders must include this form as part of their proposal or bid to list certified minority and woman-owned vendors they plan to utilize on the project. This form should include information on:

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

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

Fill out Form 2 (Subcontractor/Supplier Solicitation and Utilization Form) completely.

12. How do I document good faith efforts?

Fill out Form 2 (Subcontractor/Supplier Solicitation and Utilization Form Solicitation) completely. Documentation of such efforts can include a listing of M/WBE firm names, contact information, description of information provided and dates received quotes, etc.

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

Successful bidders on CITY contracts will be required to report actual subcontract payments quarterly to the CITY to ensure accurate utilization records. Fill out Form 4 (Payment Information) completely to report this information.

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

By the bid opening date when an Invitation to Bid (ITB) is due.

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

You can contact City of Hampton's Minority Business Office located within the Economic Development Department at (757) 728-5171.

Revised date: November 17, 2014