



REQUEST FOR PROPOSALS

City of Hampton
ISSUING OFFICE:

DATE: September 7, 2021

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)

RFP ITEM NO. 22-22036TM
PROCUREMENT OFFICER Tammy Martin, Senior Buyer
CLOSING DATE October 12, 2021
CLOSING TIME 10:00 A.M. EST

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: Onsite Pharmacy Services

NIGP CODE: 209-67

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

THIS IS NOT AN ORDER

THE SCHOOL BOARD OF THE CITY OF HAMPTON, HEREAFTER REFERRED TO AS "HCS", 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.
DESCRIPTION OF COMMODITY

The School Board of The City of Hampton is seeking proposals from qualified Offerors to provide onsite pharmacy services for Hampton City Schools' employees.

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#

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 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	4
II. SCOPE OF WORK	45
A. General Requirements:	45
SECTION 1: Letter of Instruction	5
SECTION 2: General Information & Scope of Services	6
B. SPECIAL Definitions:	940
III. INSTRUCTIONS TO THE OFFEROR	940
A. Contact with City/HCS Staff, Representatives, and/or Agents:	940
B. Changes or Modifications:.....	940
C. RFP Closing:	10
E. Evaluation of Proposals:	1344
F. Presentation/Demonstration:.....	1445
G. Cost of Responding:.....	1546
II. GENERAL TERMS AND CONDITIONS	16
A. Contract Document:	16
B. Proposal Binding For One-hundred Twenty (120) Days:	16
C. Proprietary Information/Non-Disclosure:	1647
D. Contract Modification(s):	1647
E. Offeror Obligation:	1647
F. Conditions of Work:	1647
G. Prime Contractor:	1647
H. Subcontractors:	1748
I. Non-Assignment:.....	1748
J. Antitrust:	1748
K. Anticollusion/Nondiscrimination Requirements Form:	1748
L. Hold Harmless/Indemnification:	1748
M. Notices:	18
N. Non-Performance:	1849
O. Termination Without Cause:.....	1849
P. Termination With Cause/Breach:	1849
Q. Breach of Contract:	19
R. Applicable Law:	1920
S. Compliance With All Laws:.....	1920
T. Immigration Reform and Control Act of 1986.....	1920
U. Venue:	1920
V. Severability:.....	1920
W. Non-Appropriation of Funds:	1920
X. Tax Exemption:	1920
Y. Vendor's Invoices:.....	1920
Z. Contractual Disputes:.....	20
AA. Warranty/Guarantee:.....	2024
BB. Payment Terms:.....	2024
CC. Audits:	2024
DD. Notice of Award:	21
EE. Award:	2122
FF. Disposition of Proposals:.....	2122
HH. Non-Exclusivity:.....	2122
III. SPECIAL TERMS AND CONDITIONS.....	2122
A. Contract Term:	2122
B. Contract Extension:	2122
C. Time is of the Essence:	2122
E. Unauthorized Disclosure of Information:	2324
F. Copyright/Patent Indemnity:.....	2324
G. Cooperative Procurement	2324

I. PURPOSE

The purpose of this RFP is to solicit sealed proposals from qualified offerors to provide Hampton City Schools (HCS) with onsite pharmacy located in the same building as the Employee Health & Wellness Center in Hampton, Virginia.

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) 2004-2005 Fall Membership Report, Hampton City Schools (HCS) is the thirteenth largest school division in the Commonwealth with approximately 22,799 students. HCS is an urban school system educating children in 24 Elementary (includes 1 magnet & 3 fundamental schools), 6 Middle Schools (includes 1 fundamental school and 1 magnet school), 4 High Schools, 1 Charter School, 1 Elementary Gifted Magnet School, 1 Early Childhood Center. A listing of HCS and its locations may be accessed via HCS' official web site at <http://www.sbo.hampton.k12.va.us/>

II. SCOPE OF WORK

A. General Requirements:

Hampton City Schools is seeking proposals for management services for its employer-sponsored onsite pharmacy within the Employee Health & Wellness Center that that provides health center services to its employees.

All reports generated for this contract shall become the property of HCS upon completion of requirements. The contractor may not, for any reason, use any information or report without the express written consent of HCS.

The contractor agrees to hold HCS, its medical insurance carrier, and all of its partners harmless in any and all liability claims that might arise from the services provided by this contract.

The contractor agrees to comply with the fair labor standard act, fair employment practices, equal opportunity employment act, e-verify and all other applicable federal, state, county and local laws.

SECTION 1: Letter of Instruction

It is the intent of this Request for Proposal (RFP) to solicit sealed proposals from qualified sources to establish a contract to provide services for HCS's onsite pharmacy.

SECTION 2: General Information & Scope of Services

Employer: Hampton City Schools

Administrative Office Address: 1 Franklin Street
Hampton, VA 23669

Physical Location of the Employee Health and Wellness Center Pharmacy: 2238 Todds Lane
Hampton, VA 23666

Hours of Operation: Monday through Thursday 8:00am-6pm (closed 1:00pm-1:30pm)
Friday 9:00am-4:00pm (closed 1:00pm-1:30pm)
Saturday 8:00am-1:00pm

Number of Employees: 2,318 eligible

Eligibility: For prescriptions: All Full-Time employees, Job-Share employees and Full-Time Bus Attendants who are covered under the employer-sponsored group health plan. Additionally, spouses and children (ages 6 and over) who are covered under an HCS sponsored medical plan may access care at the onsite clinic and pharmacy.
For over-the-counter medications: All employees of Hampton City Schools.

Industry: Schools System

Coverage to be Quoted: Management Services for onsite pharmacy

Current Administrator: On-Site Rx

Proposed Effective Date: July 1, 2022

Deviations: If there are any deviations in the specifications, please detail the differences in writing.

Commissions: 0% commissions

Rate Guarantees: All rates and/or fees must be guaranteed for at least three years. Multi-year rate guarantees are an important component Hampton City Schools' decision-making process and are preferable.

Current Group Medical Plans (subject to change October 1, 2022)

CIGNA HEALTH PLAN		SIGNATURE OAP	CHOICE OAP	CDHP
In-Network	PY* Deductible (Individual/Family)	\$750/\$1,500	\$1,500/\$3,000	\$2,700 (Individual with Employee Only Coverage) \$2,800 (Individual within a family)/\$5,400 (family)

CIGNA HEALTH PLAN		SIGNATURE OAP	CHOICE OAP	CDHP
	Out-of-Pocket Maximum (Individual/Family)	\$3,000/\$6,000	\$3,250/\$6,500	\$3,500/\$7,000
Hospital Benefits	Inpatient	20% AD	20% AD	20%, AD
	Outpatient Surgery	20% AD	20% AD	20% AD
	Outpatient Therapy & Rehab	20% AD	20% AD	20% AD
	(Chemo, Radiation, Respiratory Therapy)	20% AD	20% AD	20% AD
	Cardiac, Vascular & Pulmonary Rehab	20% AD	20% AD	20% AD
	ER (waived if admitted)	20% AD	20% AD	20% AD
Physician Office	Require referral to Specialists?	No	No	No
	PCP Office Visits	\$25	\$30	20% AD
	Specialist Office Visits	\$50	\$60	20% AD
	Diagnostic Imaging	\$25/\$50	\$30/\$60	20% AD
	Urgent Care Center	\$50	\$60	20% AD
	Chiropractic Care	\$50	\$60	20% AD
Outpatient Services	Therapy (Phys, Occ, Speech) in a facility	20% AD; Occ & Phys therapy combined max of 30 visits; Speech therapy max of 30 visits	20% AD; 30 visit combined for phys & occ therapy; 30 visits for speech therapy	20% AD (30 visit combined for phys & occ therapy; 30 visits for speech therapy)
	Outpatient Facility Diagnostic X-Ray & Lab	20% AD	20% AD	20% AD
	Diagnostic Imaging Services (MRI, MRA, CAT, PET Scans)	20% AD	20% AD	20% AD
Preventive Care	Well Baby Care	Covered @ 100%	Covered @ 100%	Covered @ 100%
	Well Adult Care	Covered @ 100%	Covered @ 100%	Covered @ 100%
Other Services	Skilled Nursing Facility	20% AD	20% AD	20% AD
	Home Health Care	20% AD	20% AD	20% AD
	Durable Medical Equipment	20% AD	20% AD	20% AD
	Dependent Maternity Coverage	Yes	Yes	Yes
Substance Abuse	Outpatient Professional in Facility	20% AD	20% AD	20% AD
	In the Office	\$25	\$30	
	Inpatient	20% AD	20% AD	20% AD
Prescription Drugs	Plan Year Rx Deductible (Individual/Family)	\$150/\$300 (waived for onsite pharmacy)		Combined with Medical Deductible, with exception of preventive Rx
	Retail (Up to 31 day supply)	\$10/\$30/\$50		\$10/\$30/\$50
	HCS Pharmacy	\$2/\$15/\$25		\$2/\$15/\$25
	Mail Order (Up to 90 day	\$10/\$60/\$150		\$10/\$60/\$150

CIGNA HEALTH PLAN		SIGNATURE OAP	CHOICE OAP	CDHP
	supply) HCS Pharmacy – 90 days	\$4/\$30/\$50		\$4/\$30/\$50
Out-of-Network	Plan Year Deductible (Individual/Family)	\$3,000/\$6,000	\$4,000/\$8,000	Combined with in-network
	Out-of-Pocket Maximum (Individual/Family)	\$7,000/\$14,000	\$8,000/\$16,000	\$7,000/\$14,000
	Coinsurance	30%	40%	40%
Vision	Exam	\$15; one exam / 12 months		
	Network	Cigna Vision Provider		
	Hardware	Hardware discounts		

SCOPE OF SERVICES

A. Minimum Services to Be Performed by the Offeror

The following is a list of minimum service requirements, performance standards and guarantees that the Offeror should meet in order to fulfill Hampton City Schools' objectives as stated in Section 1 of this RFP. Offerors should outline in writing if and how these minimum service requirements, performance standards and guarantees are proposed to be met. Offerors are encouraged to provide additional services which will enhance their ability to meet the stated objectives.

1. Prepare, dispense and deliver medications prescribed to eligible Health & Wellness Center patients through an onsite pharmacy;
2. Order drugs from designated distributor;
3. Provide a system to monitor inventory and ensure sufficient supplies of medications to meet the needs of the eligible population;
4. Provide monthly clinical, financial and statistical reports as well as data and integration with appropriate, Hampton City Schools' program partners;
5. Provide utilization and compliance tracking to prevent the dispensing of covered drugs to individuals who are not eligible patients; and
6. Provide coaching, counseling and compliance services to eligible patients.

B. Additional Specific Conditions

Transfer of data and records: The offeror must agree that at termination or expiration of the contract, all data and records shall be transferred to the new contractor within thirty (30) days of HCS' request. Such transfer may be accomplished by file transfer, the layout will be based upon the mutual agreement between the outgoing contractor and HCS.

C. Program Specifications

The offeror is requested to submit a proposal for the services outlined in the Scope of Services.

Descriptions of all services must be included in TAB II of your proposal.

D. Anticipated Schedule

Activity	Date
Release RFP	September 7, 2021
Deadline for submission of questions	4:30 p.m., September 21, 2021
Deadline for submission of proposals	10:00 A.M. October 12, 2021
Evaluation of proposals and development of	October/November 2021

Activity	Date
shortlist	
Finalist meetings	January 2022
Negotiations	January 2022
Intent to award announcement	January 2022
Recommendation to Board	February 2022
Award of fully executed contract	February 2022
Implementation of program, development of employee communications	March - April 2022
Applications to contractor(s)	May 1, 2022
Effective date of onsite pharmacy services	June 1, 2022

Specific Requirements:

1. HCS requires that the Contractor follow certain business practices in order to successfully compete for this contract:
 - 1.1.1. Contractor shall perform services to the highest standards in the medical insurance industry.

B. SPECIAL Definitions:

Issuing Office:

Wherever used in this Invitation to Bid, Issuing Office will be:

Tammy Martin, Senior Buyer
 Consolidated Procurement Division
 Community, Municipal Services/Education
 1 Franklin Street, Suite 345
 Hampton, VA 23669
 Phone: (757) 727-2205
 Email: tmartin@hampton.gov

School Board of the City of Hampton Contract Administrator:

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

Nicole Samuelson, MS, PHR
 1 Franklin Street
 Hampton, VA 23669
 757 727-2326 (Phone)
 757 727-2298 (Fax).
 Email: nsamuelson@hampton.k12.va.us

III. 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.

Offerors must submit questions regarding the Request for Proposal in writing to the Issuing Office by email to tmartin@hampton.gov no later than 4:30 PM EST September 21, 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> web site or contacting the Issuing Office within 48 hours prior to Proposal closing to secure any addenda issued for this RFP.

B. 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.

C. 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.

D. Proposal Submittal Requirements:

1. Each Proposal submission shall be submitted to the Issuing Office and shall include the following documents:
 - a. The cover page of this Request for Proposal, which will contain:
 - 1) Original signature of an agent authorized to bind the company;
 - 2) Requested contact information;
 - 3) Company FEI/FIN number; and,
 - 4) Acknowledgment of any addenda on page one (1);
 - b. Pricing Information
 - c. Completed and signed anticollusion/nondiscrimination clauses on page 2;
2. Offerors are encouraged to submit their Proposals on recycled paper and to use double-sided copying.
3. Proposals must be submitted utilizing the following requirements:
 - a. Offerors shall submit proposals in a sealed envelope or package, and label the envelope or package with the Request for Proposal's item number and the name and address of the Offeror. Proposals received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted.

GENERAL INFORMATION

1.1 Proposal Due Date. Sealed proposals will be received no later than the date and time indicated on page one of this RFP. Proposals will not be accepted after this time.

1.2 Addendum and Amendment to RFP. If it becomes necessary to revise or amend any part of this RFP, USI and/or Hampton City Schools will provide notification of the Addendum to all prospective Proposers who received an original RFP. Hampton City Schools will not accept incomplete proposals. It will be the responsibility of the Proposer to ascertain if any addenda have been issued, to obtain all such addenda, and to return the executed addenda with the proposal.

QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

2.1 To ensure fair consideration for all Proposers, Hampton City Schools prohibits prospective Proposers' communication with any department or employee during the submission process. Questions relative to the interpretation of specifications or the proposal process shall be in writing and submitted directly to tmartin@hampton.gov, no later than ~~September 21, 2021~~ September 21, 2021.

2.2 Additionally, Hampton City Schools prohibits communications initiated by a Proposer with any Hampton City Schools official or employee evaluating or considering the proposals prior to the time an award decision has been made, except as initiated by the appropriate Hampton City Schools or USI official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Communications so initiated by a Proposer may be grounds for disqualifying the Proposer from consideration for award of the proposal and/or any future proposal.

3. CONTENT OF PROPOSALS

- 3.1** Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to fulfill the requirements of the proposal. Failure to follow these instructions could result in your proposal being disqualified.
- 3.2** Provide one original proposal marked “original,” one original proposal marked “copy” and one electronic version (flashdrive) for the Evaluation Committee. Hampton City Schools requires documents to be contained in hardcover, three-ring binders. Spiral-bound documents are acceptable.
- 3.3** In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized and fastened or bound in the following manner and identified with tabs:
- Title Page. Type the name of the Proposer’s agency/firm, address, telephone number, name of contact person, date, and the title of the RFP
 - Table of Contents. Include a clear identification of the written material by section and by page number.
 - Addenda. Include a copy of the addendum, or addenda associated with the RFP, if applicable. Incomplete proposals will not be considered.
 - Response to Proposal. Specifically state the Proposer’s understanding of the work to be accomplished and make a positive commitment to perform the work in Section I. Scope of Services. Price quotations & provider disruption reports should be included in this tab as well.
 - Scope of Services. Include all the requirements and/or documentation requested under Section 2. Scope of Services. Proposer should provide detailed answers related to questions included.
 - Proposer Qualifications.
 - Proposal Signature Form. Complete the Proposal Signature form provided in the RFP Package. This form must be signed by an authorized representative of the firm.

Tab I	Signature Sheet. Executive Summary. Table of Contents. Addenda The offeror’s acceptance of the Special Terms and Conditions provided in Section III of this RFP. List each term and condition in Section II and indicate acceptance of each. An outline of the offeror’s ability and commitment to meet the Minimum Required Services provided in Section 2 of this RFP. List each requirement and indicate ability to meet that requirement.
Tab II	Description of services. Listing of all deviations from requested services (Attachment D). Price quotation
Tab III	Completed Questionnaire (Attachment E)
Tab IV	Sample implementation schedule, Sample utilization reports

Original + 1 copy + 1 flashdrive to:
Office of Tammy Martin
Consolidated Procurement Office
Hampton City Schools
School Administrative Center
One Franklin Street
Hampton, Virginia 23669
tmartin@hampton.gov

4. CONTRACT REQUIREMENTS

- 4.1 Basis of Contract. A contract may be awarded to the most responsible and responsive Proposer whose proposal best meets the needs of Hampton City Schools.
- 4.2 Contract Term. The period of the contract shall be for a one-year period from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for four additional one-year periods.
- 4.3 Compensation. The original proposal prices shall be firm for the initial contract term. For service charge adjustments beyond the initial contract term, the successful Proposer may request, in writing, a change in pricing based on the following
- A) Pricing index deemed appropriate to the particular product(s) detailed herein.
 - B) The request shall be considered by Hampton City Schools and may be accepted or rejected. Failure to submit a price increase request at least 60 days prior to the service order(s) mature date will result in a continuation of all existing pricing on the service order until the next service order date. The decision to any price increase will be at the sole discretion of Hampton City Schools
 - C) Hampton City Schools at its discretion may exempt the requirements for extraordinary conditions that could not have been known by either party at the time of this proposal or for other circumstances beyond the control of both parties.
- 4.4 Non-Appropriation of Funds. In the event no funds or insufficient funds are appropriated for expenditures under this award, Hampton City Schools will notify the successful Proposer in writing of such occurrence and the award shall terminate without penalty or expense to Hampton City Schools on the last day of the fiscal year in which sufficient funds have been appropriated.
- 4.5 Contract Termination. When deemed to be in the best interest of Hampton City Schools, this contract may be terminated immediately upon the occurrence of any of the following events:
- A) 30-day written notice with cause; or
 - B) 60-day written notice without cause
- 4.6 Additions/Deletions. Hampton City Schools reserves the right to add to or delete any service/item from this proposal or resulting in agreements when deemed to be in the best interest of Hampton City Schools.
- 4.7 Proposal Prices. Prices quoted in the proposal shall include any and all shipping costs or to the facility location specified by the requestor or the purchase order.

- 4.8 Payment Method and Schedule. Payments will be made by Hampton City Schools to the successful Proposer after receipt and acceptance of properly received invoices and processing time for payment shall be 45-60 days. Hampton City Schools does not pay service charges or interest on late payments except in accordance with the law.
- 4.9 Finalist Presentations. 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.
- 4.10 Contract Award. 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 Successful Offeror). 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.
- 4.11 HCS is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

Overall Proposal Score

- Exceptional (5): The submission exceeds expectations, excellent probability of success and in achieving all objectives. Very innovative.
- Good (4): Very good probability of success. Achieves all objectives in reasonable fashion.
- Acceptable (3): Has reasonable probability of success. Some objectives may not be met.
- Poor (2): Falls short of expectations and has a low probability of success.
- Unacceptable (1): Submission fails to meet requirements and the approach has no probability of success.

CRITERIA	PERCENTAGES
Cost	25%
Services offered	25%
Staffing Model	15%
Quality of Administration, Services and Website	10%
Demonstrated Experience and References	15%
Quality of Proposal and Overall Responsiveness of Offeror	5%
Minority/Woman Owned Service Disabled Veteran Owner	5%

E. 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 in providing the services requested;

- Offeror's capability and skills to perform the services required;
 - Services to be provided by the Offeror; and Price.
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.

F. 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 an 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 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 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.
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 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. 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. Price

Complete and submit with the proposal.

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

Offeror's prices will be subject to negotiations.

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

5. Exceptions/Alternatives - Detail any exceptions taken to the *Scope of Work* and *Terms and Conditions* sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken. Offeror 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.

6. Minority / Woman Owned Programs (Attachment C)

G. 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.

II. 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 HCS 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. HCS reserves the right to submit such information to HCS 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 HCS 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 HCS 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 HCS. HCS 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 HCS; or, shall notify the HCS 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 HCS 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-collusion/Nondiscrimination Requirements Form:

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

L. Hold Harmless/Indemnification:

It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all 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 HCS 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 HCS, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against HCS, 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) 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 HCS 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:** HCS 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 HCS that goods and/or service deliverables provided by the Contractor under this contract are damaged and/or not of the quality specified by HCS, 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 HCS.
3. Contractor shall remove all rejected materials, equipment or supplies from the premises of HCS within ten (10) days of notification. Rejected goods and/or service deliverables not removed from HCS's premises within ten (10) days will be regarded as abandoned, shall become the property of HCS, and HCS shall have the right to dispose of such items.
4. HCS reserves the right to authorize immediate purchase from other sources against rejections.
5. **Liability:** Contractor shall be liable to HCS for all costs incurred by HCS 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 HCS due to non-responsive performance of Contractor.

O. Termination Without Cause:

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

Fails to submit a written response to HCS's notification of noncompliance within ten (10) calendar days after the date of HCS 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 HCS 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 HCS 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, HCS 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 HCS of any kind whatsoever.

X. Tax Exemption:

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

Y. Vendor's Invoices:

Contractor shall submit to HCS 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 HCS Purchase Order Number.

Z. Contractual Disputes:

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

BB. Payment Terms:

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

CC. Audits:

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

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

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

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

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

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

HCS volume demands exceed original intent of the contract.

HH. Non-Exclusivity:

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

III. SPECIAL TERMS AND CONDITIONS

A. Contract Term:

This contract term shall be for one (1) year, commencing on October 1, 2022.

B. Contract Extension:

This contract may be extended upon mutual agreement of both parties for four (4) additional, one-year periods, upon the same prices, terms, and conditions set forth in the negotiated contract resulting from this RFP.

C. Time is of the Essence:

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

D. Insurance:

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

The certificates of insurance shall list the School Board of HCS 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:

If for any reason the company does not have the need for Business Automotive Liability or Workers' Compensation, please have them complete the applicable waiver and attach it when sending their insurance for approval. Questions can be sent to Risk Management at risk_management@hampton.gov.

All required insurance coverages must be obtained from insurers authorized to do business in the Commonwealth of Virginia. The insurers must have a rating of "A" (financial strength) and a VII or greater in the latest edition of the A.M.'s Best Company's Insurance reports.	
Coverage Parts Required	Coverage Limits
Commercial General Liability (CGL) Required but not limited to: Bodily Injury and Property Damage Personal & Advertising Injury Damage to Rented Premises Premises liability Products & Completed Operations Contractual Liability	\$1,000,000 per occurrence \$5,000,000 aggregate
Business or Commercial Automobile Liability Coverage for Any Auto Required	\$1,000,000
Umbrella or Excess Liability	\$5,000,000 min
Workers' Compensation Employer's Liability	Per Virginia Statute \$1,000,000 min
Cybersecurity Professional Liability (only if applicable) Cyber Liability inclusive of Technology E&O	\$5,000,000 min
Professional Liability	\$5,000,000 min
Waiver of Subrogation All lines of liability	Required Waiver of Subrogation All lines of liability
Claims-made policies require the policy holder to provide evidence of a retroactive date on the policy no later than the beginning of the contractor's or sub-contractor's work under this project . Claims-made commercial general liability or pollution policies must provide an endorsement extending the claim reporting period of up to three (3) years after the agreement .	
Certificates of Insurance (COI's) must be accompanied by an endorsement naming Hampton City Schools and their elected and appointed officials, agents, employees and volunteers as additional insureds.	

The Certificate of Insurance (COI) must have the certificate holder as (if City or Schools):
 Hampton City Schools
 1 Franklin Street
 Hampton, Virginia 23669

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

The establishment of minimum limits of insurance by the HCS 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 HCS as an also insured on all policies we have required to be endorsed.

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

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

E. Unauthorized Disclosure of Information:

Contractor shall assume the entire responsibility and liability for any and all damages caused by or resulting from or arising out of the negligent or willful unauthorized disclosure of confidential information on the part of the Contractor, its subcontractors, agents or employees under or in connection with this contract. The Contractor shall save harmless and indemnify HCS 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 HCS, 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. HCS may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures, and Contractor shall save harmless and indemnify HCS for court costs, litigation expenses and attorney's fees that it may pay or incur as the result of seeking to prevent or stop any and all unauthorized disclosures of confidential information.

F. Copyright/Patent Indemnity:

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

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

Attachment A: Proposal Signature Sheet

Attachment B: Ethics in Public Contracting

Attachment C: Minority & Women Owned Business Program

Attachment D: Deviations Exhibit

Attachment E: Onsite Pharmacy Questionnaire

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.

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 IFP 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 RFB

Attachment A: Proposal Signature Sheet

In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to provide management services for an onsite pharmacy, in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation. This completed Proposal Signature form must be submitted with the Proposer's written proposal and will become part of any agreement that may be awarded. If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal is considered non-responsive.

My signature also certifies that by submitting a proposal in response to the Request for Proposal, the offeror represents that 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, otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Anti-Trust Act (15 U.S.C. Section 1) or 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.

Name of Firm:

Address:

City: State: Zip:

Contact Person:

Telephone Number:

Fax Number:

Email Address:

Type of Organization:

Individual Partnership Small Business Corporation Non-Profit Joint Venture

Attach copies of all such licenses, permits, or certificates issued to the business entity.

Business is licensed, (unless exempt by applicable law) permitted or certified to do business in the State of Virginia:

Yes No License # _____

Federal I.D. #: _____

Attachment B – Ethics in Public Contracting

Sec. 22-151. Purpose

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Section 2.1-639. et seq. of the Code of Virginia), the Virginia Governmental Frauds Act (Section 18.2-498.1 et seq. of the Code of Virginia) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia (Section 18.2-438 et seq.). The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

Sec. 22-152. Definitions

The words defined in this section shall have the meanings set forth below throughout this article:

Immediate family shall mean a spouse, children, parents, brothers and sisters, and any other person living in the same household as the employee.

Official responsibility shall mean administrative or operating authority, whether immediate or final, to initiate, approve, disapprove or otherwise affect a procurement transaction, or any claim resulting therefrom.

Pecuniary interest arising from the procurement shall mean a personal interest in a contract as defined in the State and Local Government Conflict of Interest Act (Section 2.1-639.1 et seq. of the Code of Virginia, 1950, as amended).

Procurement transaction shall mean all functions that pertain to the obtaining of any goods, services, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

Public employee shall mean any person employed by the Council, including elected officials or appointed members of the Council.

Sec. 22-153. Proscribed participation by public employees in procurement transaction.

Except as may be specifically allowed by subdivisions A2 and A3 of VA Code Ann. 2.1-639.11, no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of HCS when the employee knows that:

- (1) The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction, or
- (2) The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner, or the like or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five (5) percent; or
- (3) The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
- (4) The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

Sec. 22-154. Solicitation or acceptance of gifts.

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. HCS may recover the value of anything conveyed in violation of this section.

Sec. 22-155. Disclosure of subsequent employment.

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with a bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity

concerning procurement transactions for a period of one year from the cessation of employment by HCS unless the employee, or former employee, provides written notification to the School Board prior to commencement of employment by the bidder, offeror or contractor.

Sec. 22-156. Gifts by bidders, offerors, contractors or subcontractors.

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything or more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

Sec. 22-157. Kickbacks.

- (a) No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
- (b) No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
- (c) No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
- (d) If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by HCS and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Sec. 22-157.1. Participation in bid preparation; limitation on submitting bid for same procurement.

- (a) No person who, for compensation, prepares an invitation to bid or request for proposal for or on behalf of HCS shall submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement which is not available to the public. However, the School Board may permit such person to submit a bid or proposal of the procurement or any portion thereof if HCS determines that the exclusion of such person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interest of HCS. This determination will be stated in writing and kept as part of the procurement's records.
- (b) For the purpose of this section only, preparers shall include but not limited to, serving as a director or deputy director of the agency which has initiated the procurement, serving as the Chief of the Purchasing and Real Estate Bureau after the Bureau has received information on an agency's intent to procure, serving as the procurement manager for the agency which has initiated the procurement, serving as the Purchasing Bureau officer in charge of the procurement assisting in the development of specifications for invitations for bids or request for proposals, attending an evaluation committee meeting that is closed to the public, voting or scoring on a bid or proposal, or any other participation in the procurement process which could lead to unfair advantage.
- (c) The determination of disqualification under this Section shall be made by the School Board.
- (d) A contractor submitting a bid or proposal may appeal a determination of disqualification under this Section by following the administrative appeals procedure as provided in Section 22-122 or, in the alternative, institute legal action as provided in Section 22-113.

Sec. 22.158. Purchase of building Materials, etc., from architect or engineer prohibited.

- (a) No building materials, supplies or equipment for any building or structure constructed by or for HCS shall be sold by or purchased from any person employed as an independent contractor by HCS to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association or corporation in which such architect or engineer has a personal interest as defined in Section 2.1-639.2 of the Code of Virginia (1950, as amended).
- (b) No building materials, supplies or equipment for any building or structure constructed by or for HCS shall be sold by or purchased from any person which has provided or is currently providing design services specifying a sole source for such materials, supplies or equipment to be used in such building or structure to the independent contractor employed by HCS to furnish architectural or engineering services in which such person has a personal interest as defined in Section 2.1-639.2 of the Code of Virginia (1950, as amended).
- (c) The provisions of subsections a and b shall not apply in cases of emergency.

Sec. 22-159. Certification of compliance required; penalty for false statements.

- (a) HCS may require public employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this article.
- (b) Any public employee required to submit a certification as provided in subsection (a) of this section that knowingly makes a false statement in such certification shall be punished as provided in Section 22-161 of the Code of Virginia (1950, as amended).

Sec. 22-160. Misrepresentations prohibited.

No public employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry.

Sec. 22-161. Penalty for violation.

Willful violation of any provision of this article shall constitute a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his/her employment.

Attachment C: Minority and Woman-Owned Business Program

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 to the City 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 of Hampton.

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

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

Failure of a contractor to adhere to its subcontracting plan may under certain circumstances, result in future loss of contracts and/or debarment from bidding by the City of Hampton.

In these cases contractors will be requested to submit documentation of good faith efforts used to meet their subcontracting plan. Determination of efforts will be made on an individual contract basis. It is recommended that contractors pre-qualify or determine the subcontractors' capabilities prior to subletting work.

Good Faith efforts are documented reasonable steps taken to achieve a contract goal. These efforts are those taken by a bidder actively and aggressively trying to obtain the established goal. Mere pro forma efforts are not good faith efforts. 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 of Hampton reserves the right to review subcontracting plans and good faith efforts to ensure that both goals are achieved.

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

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

**Form 1
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: _____

**Form 2
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 SBSDB 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 _____

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 on the following website:

- Virginia Department of Small Business and Supplier Diversity <https://directory.sbsd.virginia.gov/#/>.
 - The SBSB 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 SBSB. 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 SBSB 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 SBSB. 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 of Hampton encourages all prime contractors bidding on a project to document efforts and meet the goals.

8. Can I utilize vendors certified as a Small Business (S) that I found on the City of Hampton's 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 Department 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 the City of Hampton's Minority Business Office located within the Economic Development Department at (757) 728-5179.