



Office of Purchasing  
City of Newport News  
2400 Washington Avenue, 4<sup>th</sup> Floor  
Newport News, Virginia 23607  
757-926-8721

## REQUEST FOR PROPOSALS

RFP No. 23-3739-3625

<b>Title:</b> MARKETING AND ADVERTISING SERVICES
<b>Issue Date:</b> May 19, 2023
<b>Proposals Due:</b> June 15, 2023 at 5:00 pm

The City of Newport News (the “City”) is seeking proposals from qualified firms (the “Offeror” or “Contractor”) to furnish the goods and/or services described herein and proposals will be received at <https://secure.procurenow.com/portal/nnva/>, through the due date and hour shown above (local prevailing time).

<b>Contract Officer:</b> Jake Van Dyke, Procurement Analyst, CPPB vandykejt@nnva.gov
<b>Assistant Buyer:</b> Shawneequa Tyler, Assistant Buyer tylersd@nnva.gov

City of Newport News  
REQUEST FOR PROPOSALS  
Marketing and Advertising Services

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## 1. INTRODUCTION

### 1.1. Summary

The City of Newport News (the “City”) is seeking proposals from qualified firms (the “Offeror” or “Contractor”) to furnish the goods and/or services described herein and proposals will be received via the City’s e-Procurement Portal, OpenGov Procurement (<https://secure.procurenow.com/portal/nnva>), to be received no later than Thursday, June 15, 2023 at 5:00 pm (local prevailing time).

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified firms to provide the Newport News Economic/Industrial Development Authority (“EDA”) with a variety of marketing and advertising services to promote the City of Newport News, Virginia as a prime location for starting, relocating, and expanding a business and experiencing an enjoyable and affordable community and quality of life.

### 1.2. Background

The EDA acts as the business development arm of the City of Newport News. As such, the EDA’s primary focus is on maintaining and growing a strong, diverse economic base in Newport News, by working with existing Newport News companies, facilitating their expansion, attracting new businesses to the City, and enhancing and promoting assets pertinent to business development, quality of life, workforce, and community development.

### 1.3. Contact Information

**Project Contact:**

**Jake Van Dyke**

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**Procurement Contact:**

**Shawneequa Tyler**

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**Department:**

Office of Purchasing

**Department Head:**

Gary Sightler  
Purchasing Agent

#### 1.4. Timeline

<b>Release Project Date</b>	May 19, 2023
<b>Question Submission Deadline</b>	June 6, 2023, 1:00pm
<b>Proposal Submission Deadline</b>	June 15, 2023, 5:00pm

## 2. SUBMISSION REQUIREMENTS AND EVALUATION

### 2.1. Proposal Submission

Proposal shall be submitted no later than Thursday, June 15, 2023 at 5:00 pm. Proposals shall be submitted via the City's e-Procurement Portal, [OpenGov Procurement](#).

All proposals (including all documents, schedules, reports, plans and other attachments) will not be returned.

### 2.2. Price Proposal

Offeror shall include a Price proposal that includes hourly rates for specific services the firm anticipates providing, including the six areas listed below:

- Creative design/conceptualization
- Production
- Attendance at meetings
- Copywriting
- Web design and technical/digital/social media work
- Research

In addition, firms shall provide a summary of their standard billing procedures, the standard agency commission rate (percentage) on net cost of all media placements, and an example of the firm's monthly invoice.

### 2.3. Evaluation of Proposals

Proposals will be evaluated according to the established evaluation criteria identified herein. The City will select two (2) or more Offeror proposals that are deemed to be fully qualified and best suited to provide the required services contained in the Scope of Work. The City may initiate discussions/interviews and may conduct negotiations with each of the selected Offerors. During negotiations, proposals may be revised by the Offeror and the City may obtain best and final offers. Once negotiations are completed, the City may again make a determination as to whether the Offeror has the capability, integrity or reliability to provide the required services.

Only proposals from responsible Offerors that are seen as reasonably susceptible of being selected for award, based on information contained in the proposal, will be evaluated by the City. Should the City determine that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that Offeror if the City finds that such a selection is in the best interest of the City.

### 3. TECHNICAL PROPOSAL FORMAT

#### 3.1. Technical Proposal Format

To facilitate the analysis of proposals, Offerors are encouraged to prepare the proposal according to the instructions and in the order presented in this section. Proposals should be prepared as simply as possible with straightforward, concise descriptions to demonstrate an understanding of the project and services required by the City. Proposals that provide innovative alternatives and creative approaches are encouraged. Any other information thought to be relevant, but not applicable to the categories below, may be provided as an appendix to the proposal.

The proposal should be organized with the following information and minimally contain the following information:

- An executive summary that provides a narrative, prepared in non-technical terms, summarizing the proposal.
- A profile which includes company/firm history, ownership, products or services offered, qualifications, financial status, etc.
- A description of the Offeror's understanding of the requirements contained in the Scope of Work.
- Detailed Description of the firm's experience and qualifications of staff ability to perform services as outlined in the Request for Proposal Scope of Work, including:
  - A. Overall operational strength and ability to perform a wide-range of marketing and marketing-related research services.
  - B. Strong web design and technical capabilities (i.e. streaming, interactive platforms, GIS, e-communication, social media, search engine optimization, etc.).
  - C. Prompt and complete responsiveness to staff requests and concerns.
  - D. Strong copywriting experience.
  - E. Problem-solving skills.
  - F. Demonstrated understanding of economic development and the City of Newport News' economic base, branding, and initiatives.
- Detailed description of creativity and design approach, capability, and skills to perform services as stated in the Scope of Work
- Key personnel, including experience history, who will be assigned to work on the project/provide services. Identify all subcontractors/sub-consultants who will work on the project/provide services and define their roles.
- Description of firm's ability to respond to client request and firm's ability to meet deadlines.
- Successes and samples on projects similar in size and scope. Samples should be of creative materials that the Offeror has produced and offer links to websites and social media pages they have created and/or maintained.

Offerors should attach and submit their Technical Proposal where prompted in the "Vendor Questionnaire" section of of their submittal.

## 4. SCOPE OF WORK

### 4.1. Purpose

The Newport News Economic/Industrial Development Authority (“EDA”) is seeking a firm to provide a variety of marketing and advertising services to promote the City of Newport News as a prime location for business. The successful firm will work under the general direction of the EDA’s Marketing Committee and specific direction of the Department of Development (“Development”) staff, who serve as support staff for the EDA and the Marketing Committee.

### 4.2. Objective

The EDA seeks to contract with a vendor to develop and implement comprehensive marketing strategies and messaging to promote the City of Newport News, Virginia as an ideal location for business. This includes:

- Proactively maintaining the newly-redesigned EDA website, as well as the EDA’s social media outlets.
- Designing and producing the EDA’s Annual Report
- Assisting Development staff with the creation of a marketing plan (as requested) to guide the EDA’s marketing efforts
- Actively collaborating with Tourism and Communications (via Development staff) for opportunities to promote the City
- Evaluating media vendors to determine and recommend appropriate avenues to further the EDA’s messaging

The purpose of the contract is to increase business engagement, stimulate economic development, and contribute to the growth and development of a thriving business community.

### 4.3. Scope of Work

Contractor shall provide the following services:

- A. Continue to work with the “Built on Breakthroughs” brand when working in the areas of creative development and production.
- B. Proactively identify new ideas for marketing opportunities.
- C. Serve as primary marketing and advertising contact with media sources such as newspapers, magazines, trade journals, broadcast entities, and other media outlets, as directed by staff.
- D. Copywriting and creative design for ads, articles, advertorials, social media, and other communications.
- E. Design, development, and production services for the EDA Annual Report.
- F. Website design, proactive enhancement, and maintenance.
- G. Social media content development and programming, including any content provided by Development staff.
- H. Obtaining and/or selecting photographs to be used in promotional materials and activities.
- I. Creation and development of formats for e-communications and interactive initiatives, including websites, in which content could be updated by Development staff as needed without the need for additional vendor services.
- J. Collaboration with Tourism and Communications (via Development staff) for opportunities to promote the City.
- K. Assistance in identifying and obtaining promotional products to be used as giveaways

and leave-behinds.

L. Active representation of the EDA.

M. Attendance at monthly Marketing Committee meetings. (Note: The Contractor is not a Marketing Committee member).

N. Attendance at EDA special events (as requested).

O. Meet with Development staff as needed to discuss efforts.

In addition, the successful firm may be asked to provide additional services not listed above, as they relate to marketing and advertising. Areas such as public relations and community event sponsorship advertising will continue to be handled by the EDA and Development staff, although assistance may be sought from the partner for special events.

The EDA shall retain ownership of all creative content produced or created as a part of this contract.



## 5. EVALUATION CRITERIA

Each proposal will be evaluated according to the following criteria. The criteria are listed in order of importance

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>The demonstrated understanding and approach to provide the services identified in this Request for Proposals.</b>	N/A	N/A
2.	<b>Successful experience, knowledge, and capabilities of the firm and key personnel in providing similar services.</b>	N/A	N/A
3.	<b>Creativity in design and approach, capability and skills to perform services.</b>	N/A	N/A
4.	<b>Price.</b>	N/A	N/A
5.	<b>Responsiveness and firm's demonstrated ability to meet deadlines.</b>	N/A	N/A
6.	<b>Completeness of Proposal.</b>	N/A	N/A
7.	<b>Samples.</b>	N/A	N/A

## 6. INSURANCE REQUIREMENTS

### 6.1. General Insurance Requirements

- A. The Contractor shall procure and maintain, at its own expense, and with a company or companies acceptable to the City, the minimum insurance coverages set forth below. The Contractor shall place their insurance program with an insurance company rated “A” or above by A. M. Best and authorized to do business in Virginia. Contractor and any Subcontractor shall maintain all insurance until the completion of the contract/agreement period. Prior to performance under the contract/agreement, the Contractor shall provide Certificates of Insurance to the Office of Purchasing. Failure by the Contractor to provide these certificates before commencing performance may constitute grounds for termination for default. Such certificates of insurance shall evidence that the below listed insurance is in effect, and that not less than thirty (30) days’ prior written notice (10 days’ for non-payment) will be given to the City in the event of modification, cancellation, or non-renewal of any such insurance coverage.
- B. The Contractor shall be responsible for reviewing and ensuring any and all Subcontractors comply with all of the insurance provisions contained herein and that said insurance is maintained as specified. The Contractor shall provide copies of any and all Subcontractor insurance policies and / or Certificates of Insurance and required endorsements upon request by the City.
- C. The Contractor shall purchase and maintain during the life of this contract/agreement such Commercial General Liability Insurance including product and completed operations liability insurance as will provide protection from Contractor’s performance of the Work and Contractor’s other obligations under the contract/agreement, whether such performance is by Contractor, or by Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility thereto. Insurance coverage for bodily injury and property damage, including insurance on vehicles and equipment , shall be with the same company. Contractor also agrees that their insurance is primary.
- D. Other insurance may be required depending on the scope of work presented.

**The City of Newport News shall be an Additional Insured in all such policies.**

### 6.2. General Insurance Requirements

The Contractor shall carry the required amounts of insurance specified below throughout the contract/agreement period and submit a Certificate of Insurance and appropriate endorsements certifying coverages:

**Such certificates shall provide that the Insurance will not be canceled or reduced without prior notice to the City of Newport News.**

### 6.3. Commercial General Liability

The minimum Limit of Liability shall be:

Bodily Injury per person / occurrence (BI) \$1,000,000

Property Damage per occurrence (PD) \$1,000,000

If Policy has Aggregate Provisions –

Minimum Annual Aggregate Limit \$1,000,000

#### 6.4. [Automobile Liability](#)

For Owned, Non-Owned and Hired Automobile, the minimum Limit of Liability shall be:  
Combined Single Limit (CSL) per occurrence \$1,000,000

#### 6.5. [Umbrella Liability](#)

Coverage over the commercial general liability, automobile liability, and employer's liability.  
The minimum Limit of Liability shall be:  
Combined Single Limit (CSL) \$2,000,000

#### 6.6. [Workers' Compensation](#)

Shall comply with all federal and state statutory regulations pertaining to Workers' Compensation requirements for insured or self-insured programs, and waive subrogation rights. The minimum Limit of Liability for Employers Liability shall be \$1,000,000 for each accident, disease/employee, and disease/policy.

In addition, the City requires an Alternate Employer Endorsement naming the City as an alternate employer, if applicable .

#### 6.7. [Additional Insured Provisions](#)

The Contractor and any Subcontractor shall name the following as Additional Insured:  
"The City of Newport News, including its elected and appointed officials, employees, and agents, shall be named as an additional insured and the required insurance coverage shall be primary coverage and provide contractual liability coverage. The insurer shall provide at least 30 days' advance written notice of cancellation or non-renewal of insurance to the City of Newport News."

The Contractor shall promptly notify the City in the event it receives notice that any applicable insurance policies have been or will be cancelled including due to non-payment of premium.

#### 6.8. [Required Endorsements](#)

The Additional Insured Endorsement on ISO Form CG 20 10 or similar and for Products/Completed Operations CG 20 37 must be attached to the Certificate of Insurance and must properly reference the above language. WC 00-03-01 (naming the City as an alternate employer for Worker's Compensation claims).

## 7. STANDARD TERMS AND CONDITIONS

### 7.1. Pre-Proposal and Proposal Submission Requirements

- A. Direct contact with anyone other than the City of Newport News Office of Purchasing, including other City departments or the City's consultants, regarding this Request for Proposals (also referred to "solicitation" herein) is expressly forbidden. Violation of this directive may result in a determination that the Offeror is ineligible for award.
- B. All proposals shall be submitted sealed via the City's e-Procurement Portal, OpenGov Procurement. Fax and Email transmittals will not be considered. Proposals cannot be submitted after the due date and time noted above. Failure to return required documents and information specified herein may result in a determination that the proposal will not be considered for award.
- C. All costs associated with preparing a proposal, including any mailing costs, are the Offeror's responsibility.
- D. All proposals must be submitted by an officer or employee having the authority to sign on behalf of the firm.
- E. Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the City, including sales tax, delivery charges or other surcharges. Prices quoted shall be the final cost to the City. All deliveries shall be F.O.B. Destination.
- F. The Terms, Conditions and Specifications in this Request for Proposals shall supersede any terms and conditions offered. Any additional conditions an Offeror intends to be considered should be submitted with the proposal. Exceptions may result in a determination that a proposal will not be considered for award . All Terms, Conditions and Specifications will be incorporated by reference and be part of the contract following award.
- G. Failure to provide a proposal from an authorized representative shall be cause for rejection of the proposal.
- H. Failure to use the forms provided may be cause for rejection of the proposal.
- I. The viability and accessibility of the Offeror's submitted attachments is entirely the responsibility of the Offeror. Attachments that are not accessible cannot be considered during the review and evaluation of the proposal, which may result in that proposal being determined non-responsive and not being further considered for award.
- J. Submission of a proposal is not to be construed as an award or an order to ship.
- K. A proposal by the Offeror certifies that they are not currently debarred or suspended by a local, state or federal government entity from doing business with that entity. If a debarment or suspension exists, supporting information shall be provided with the proposal. Suspension or debarment may disqualify the Offeror from award of a contract.

### 7.2. Addenda

Changes or supplemental instructions to this Request for Proposals will be posted online with this solicitation. It is the Offeror's responsibility to check for addenda prior to the proposal due date and time to ensure that all Addenda are received. Addenda shall be posted on the City's e-Procurement Portal, OpenGov Procurement and Addenda notifications will be sent via email to all persons on record who are following this RFP on OpenGov Procurement.

All Bidders shall acknowledge receipt of Addenda with the proposal. Acknowledgement of all Addenda shall be completed in OpenGov Procurement. If all Addenda are not acknowledged, the

proposal may be deemed non-responsive.

### 7.3. Award

- A. Award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in this Request for Proposals. No other factors or criteria shall be used in the evaluation. When the terms and conditions for multiple awards are provided in the Request for Proposals, awards may be made to more than one (1) Offeror.
- B. The City may request additional information and make reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall provide the City information and data for this purpose. The City may inspect physical facilities if deemed necessary. In addition, the City reserves the right to conduct any test/inspection deemed necessary to assure goods and services conform to the specifications or Scope of Work.
- C. An Offeror may protest the award or decision to award by submitting such protest in writing to the Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award as indicated in the Code of the City of Newport News Section 2-576.3. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) business days stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of the written decision by invoking the administrative procedures established by the Purchasing Agent.
- D. The Administrative Appeals Procedure is posted on the Office of Purchasing website <https://www.nnva.gov/707/Vendor-Resources>. This procedure shall be used for hearing protests of a decision to award or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determinations of non-responsibility and appeals from decision or disputes arising during the performance of a contract.

### 7.4. Public Inspection of Records

All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (§ 2.2-3700 et seq., Code of Virginia, 1950, as amended).

As indicated in the Code of the City of Newport News Section 2-557.2, any Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the Purchasing Agent decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.

Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

Interested parties may contact the Contract Officer to request a time to review proposal records during the normal business hours of the City. The City reserves the right to facilitate public inspection of records through electronic means to the extent possible.

### 7.5. Notices and Communications

Notices and communications related to the contract resulting from this Request for Proposals shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (email). All notices related to contract award, modifications, renewals, and terminations will be handled through the Office of Purchasing. The Office of Purchasing primarily utilizes email for notices and communications including but not limited to delivery of Purchase Orders, contract renewals and contract amendments. The City may also use a web-based service to obtain signatures electronically.

### 7.6. Availability of Funds

A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The City's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

### 7.7. Authorization to Transact Business in Virginia

All Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall provide the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in the proposal a statement describing why the Offeror is not required to be so authorized.

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its Certificate of Authority or Registration to Transact Business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Visit <https://www.scc.virginia.gov/> for more information.

### 7.8. Cooperative Purchase

If authorized by the Offeror, the contract resulting from this Request for Proposals may be extended to other public bodies, agencies or institutions within the United States to purchase at the contract prices and terms and conditions. Any public entity that uses the contract shall place its own order(s) directly with the Contractor(s). The City of Newport News is not a party to such contracts and is not responsible for placement of orders and payment or discrepancies of the participating public bodies. It is the Contractor's responsibility to notify other public bodies of the availability of contract(s), if desired. Offerors who do not wish to extend the terms, conditions and prices to other public bodies shall so indicate in the proposal.

### 7.9. Small, Women-Owned Minority and Service Disabled Veteran-Owned Business Requirements

The City of Newport News desires to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women, minority individuals and service disabled veterans and to encourage their participation in the City's procurement activities. The City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minority individuals and service disabled veterans through partnerships, joint ventures, subcontracts, and

other contractual opportunities. Offerors are requested to complete and provide the Small, Women-Owned, Minority-Owned and Service Disabled Veteran-Owned Business Requirements Form, if provided herein.

#### 7.10. Faith Based Organizations

The City of Newport News does not discriminate against faith based organizations.

#### 7.11. Non-Discrimination

During the performance of a contract with the City, the Contractor agrees as follows:

- A. It will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations 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 non-discrimination clause.
- B. The Contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
- 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.
- D. The Contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or Purchase Order of over ten thousand dollars (\$10,000) so that the provisions will be binding upon each subcontractor or vendor.

#### 7.12. Drug Free Workplace

During the performance of a contract with the City, 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 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 purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, 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.

#### 7.13. Payment Terms

- A. Payment terms shall be "Net 30 Days" unless otherwise stated by the Offeror on the Proposal Form. Alternate terms may be offered for prompt payment of bills.
- B. The payment terms stated herein must appear on the Contractor's invoice. Failure to comply with this requirement may result in the invoice being returned to the Contractor for correction.

- C. Late payment charges shall not exceed one percent (1%) per month as indicated in the Code of Virginia Section 2.2-4352, Prompt Payment of Bills by Localities.
- D. If offered by the Offeror, a payment discount period shall be computed from the date of proper receipt of a valid invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.
- E. The date of postmark shall be deemed as the date of payment in all cases where payment is made by mail.
- F. The City does not make advance payments for goods or services by practice.

#### 7.14. [Contractor Obligation to Pay Subcontractors \(§ 2.2-4354 of the Code of Virginia\)](#)

The Contractor shall take one of the two following actions within seven (7) days after the receipt of amounts paid by the City for work performed by subcontractor(s) under the contract resulting from this solicitation:

- A. Pay the subcontractor(s) for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor(s) under the contract; or
- B. Notify the City and subcontractor(s), in writing, of their intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

All contracts awarded by the Contractor to a subcontractor for any portion of the contract shall include:

- A. An interest clause that obligates the Contractor to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt of payment from the City, except for amounts withheld as allowed.
- B. An interest clause that the Contractor shall pay interest to the subcontractor(s) on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt of payment from the City for work performed by the subcontractor(s), except for amounts withheld as allowed.
- C. An interest rate clause stating, 'Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.'
- D. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor(s).
- E. The Contractor's obligation to pay an interest charge to a subcontractor(s) pursuant to the payment requirements in this section may not be construed to be an obligation of the City. A contract modification may not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

#### 7.15. [Taxes](#)

Sales to the City of Newport News are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

#### 7.16. [Hold Harmless and Indemnification](#)

The Contractor shall indemnify, defend and hold harmless the City, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by lack of performance, unlawful acts or omissions, or the negligent or willful acts or omissions of contractor or its subcontractors or sub-consultants.



Further, if the Contractor subcontracts any work, it will require in its subcontracts that each contractor indemnify defend and hold harmless the City as stated above.

The parties to the contract resulting from this solicitation agree that under Virginia state law the City cannot indemnify, defend and hold harmless the Contractor. To the extent any promise or term contained in the contract, including exhibits, attachments or other documents incorporated by reference therein, includes any indemnification or obligation to defend by the City, that promise or term is stricken from the contract and of no effect.

#### 7.17. Interpretation of Specifications

The apparent silence in the specifications and any supplemental specifications as to any detail or the omission from the specifications shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

#### 7.18. Laws and Regulations

The Contractor shall keep fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.

#### 7.19. Governing Law and Venue

This solicitation and any resulting contract are subject to the laws of the Commonwealth of Virginia and the Newport News City Code. Any litigation with respect thereto shall be brought in the courts of the City of Newport News, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division.

#### 7.20. Rights Under Anti-Trust Laws

The Offeror assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to the proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.

#### 7.21. Immigration Reform and Control Act of 1986

The Offeror certifies that he/she does not and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ unauthorized aliens as defined in the Federal Immigration Reform and Control Act of 1986, as amended.

#### 7.22. Assignment of Contract

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.

#### 7.23. Default

In event of default by the Contractor, the City reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby.

#### 7.24. Termination for Convenience

The City may terminate a contract when funds are not appropriated for the specified goods or services or when it is determined to be in the City's best interest without providing specific cause.

If the contract is an extended term contract, after completion of the first contract period, either party may terminate the contract without penalty or financial obligation, except that the parties remain liable for performance of all terms, conditions, and obligations through the date of termination.

Written notice of termination shall be given to the other party a minimum of thirty (30) days prior to its effective date.

#### 7.25. Termination for Cause

In the event that the Contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the Contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

The City may, in its discretion, provide the Contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, or agreed upon by the parties in writing, the Contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the Contractor unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the Contractor to cure the default, the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminates the contract, the Contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

In addition, failure of the Contractor to perform the obligations of the contract may result in debarment of the Contractor for a period of up to three years. Termination and/or debarment of the Contractor shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

#### 7.26. Contractual Disputes and Claims

In accordance with Section 2-577 of City Code, contractual claims, whether for money or other relief, shall be submitted in writing to the Office of Purchasing no later than sixty (60) 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. The Contractor shall refer to the Administrative Appeals Procedure and Contractual Claims Review Procedure posted on the Office of Purchasing website <https://www.nnva.gov/707/Vendor-Resources> for information on claims submission and appeals related to contractual disputes.

The Contractor shall proceed diligently with the performance of the contract and with any disputed work pending final resolution of any claim or dispute.

#### 7.27. Force Majeure

If the parties are unable to perform or are delayed in the performance of its obligations due to acts of God, natural weather disasters, fire, explosion, flood, war, civil disturbance, terrorism, or any other cause which is not reasonably foreseeable and which is beyond that Contractor's control, then provided that Contractor shall have delivered written notice to the City of the cause of the nonperformance within five (5) business days of the initiation of the delay, then such nonperformance shall not be an event of default under a contract resulting from this solicitation

and the performance shall be resumed at the earliest practicable time after cessation of such interruption. If notice is provided within the manner and timeframe set forth herein, the time for performance of the obligations hereunder shall be extended for the period of the forced delay.

#### 7.28. Rights and Remedies not Waived

In no event shall a payment by the City to the Contractor or the waiver by the City of any provision under the contract, including any obligation of the Contractor, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any rights or remedies available to the City.

#### 7.29. Severability

If any provision of the Contract resulting from this solicitation or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

#### 7.30. Independent Contractor

The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the City.

#### 7.31. Conflict

In the event of a conflict between the contract documents, including these terms and conditions and the terms of a Purchase Order or related document issued by the Office of Purchasing, the contract documents shall control.

#### 7.32. Non-Exclusive Contract

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict the City from acquiring similar, equal or like goods and/or services from other sources.

#### 7.33. Records and Inspection

The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the Contractor pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the Contractor's facilities and all necessary records and be provided adequate and appropriate work space in order to conduct audits.

### 7.34. Entire Agreement

The contract resulting from this solicitation and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

## 8. CONTRACT SPECIFIC TERMS AND CONDITIONS

### 8.1. [Questions](#)

Questions regarding this Request for Proposals (RFP) must be submitted in writing through the OpenGov Procurement Question/Answer Tab via the City's e-Procurement portal, on or before, Tuesday, June 6, 2023 by 1:00 pm. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly. All questions submitted and answers provided shall be electronically distributed to bidders following this solicitation on the City's e-Procurement Portal received prior to the date and time as provided for in this solicitation.

### 8.2. [Pre-Proposal Conference](#)

There is not a pre-proposal conference scheduled for this project.

### 8.3. [Contractor Qualifications](#)

Firms shall have demonstrated experience in creative services, marketing, advertising, economic, community, and workforce development, project management, GIS development, media planning, website development, and social media, for municipal economic development agencies. Additional consideration will be given to those with familiarity and experience working with the “Built on Breakthroughs” brand or brands of a similar nature. Offerors shall demonstrate the capability to fully perform the duties listed in the Scope of Work and provide the goods specified in the RFP.

### 8.4. [Method of Award](#)

The City will make a Single Award to the responsible Offeror(s) who has made the best proposal and determined to be most advantageous to the City by taking into consideration price and the evaluation criteria identified herein.

### 8.5. [Contract/Agreement](#)

Following award, a contract will be executed between the Contractor and the City. A sample contract is included in this Request for Proposals. Do not return the sample contract with the proposal; it is provided for informational purposes only.

### 8.6. [Contract Modifications](#)

Any modifications made to the contract must be approved by the Office of Purchasing in advance. The City and the Contractor must mutually agree to modify the terms, conditions, scope or prices/costs contained in the contract before modifications are implemented.

### 8.7. [Contract Period/Renewal](#)

The initial contract period will be for one (1) year from date of award with the option to renew, at the City's sole discretion, for four (4) additional one (1) year periods.

A contract extension, under the terms and conditions contained herein, may be considered for up to six (6) months following the end of the final one year renewal period upon mutual agreement of the City and Contractor.

### 8.8. [Price Escalation/De-Escalation](#)

Price adjustments may be permitted for changes in the Contractor's material/service costs, not to exceed the change of the the Producer Price Index (PPI) for Marketing consulting

services, Series: PCU5416105416103, not seasonally adjusted, as published by the United States Bureau of Labor Statistics for the latest twelve months for which final (i.e. non-preliminary) statistics are available. The nearest comparable index will be utilized if data for the specified index is no longer available.

A price adjustment may be requested after the initial contract period and each one year thereafter, and only after verification and approval by the Office of Purchasing. Price adjustment requests shall be submitted to the Office of Purchasing for consideration. Other City departments are not authorized to approve price adjustments. The index change for a given period shall be calculated as follows:  $((\text{Most Current Non-Preliminary Final Index} - \text{Previous Index}) / \text{Previous Index}) * 100 = \text{Percentage Change}$ .

The Contractor shall provide a minimum of 30 days advance notice (“advance notification period”) of any price increase to the Office of Purchasing. An approved price adjustment will be effective at the beginning of the calendar month following the end of a full 30 day advance notification period. *(For example, Contractor requests a price increase on August 15. Office of Purchasing reviews and approves the request. New prices will be effective October 1).*

The Contractor shall submit a written request for a price adjustment (email, facsimile, or US Mail) to the Office of Purchasing. Evidence/proof of price change from the manufacturer or other relevant source shall accompany the request. Price adjustments are not automatic and are subject to approval by the Office of Purchasing. If an adjustment is approved by the City, price increases may be limited to a maximum of 5% for each increase period.

Any manufacturer price decreases are subject to implementation at any time and shall be immediately conveyed to the City.

The City reserves the right to request a reduction in price based on economic factors or market conditions during the contract term according to changes in the specified index or other factors. Consumer Price Index or Producer Price Index information and detailed statistics including current percentage changes can be accessed at <http://www.bls.gov/cpi> or <http://www.bls.gov/ppi>.

#### **8.9. Method of Ordering**

The City will issue a Blanket Purchase Order; the Contractor shall provide goods or services on an as requested basis from the user department..

The City operates on a fiscal year basis from July 1 through June 30 of each year. Should Blanket Purchase Orders be issued, they may be valid up to the end of the current fiscal year. New purchase order(s) are issued at the beginning of each fiscal year to cover the remainder of the then current contract period.

#### **8.10. Invoicing and Payment**

Invoices shall be sent to: Department of Finance, Accounts Payable, 2400 Washington Avenue, 6th Floor, City Hall, and Newport News, VA 23607. No service fees or additional costs will be paid by the City during the term of the contract unless allowed in the contract.

Payment will be authorized following receipt of a valid invoice which must minimally include the Purchase Order Number, Purchase Order Line Item Number(s), Contract number (if provided by the City), Description of Goods and Services, Delivery Date(s) of Goods or Services, Unit Prices and Total Price. Invoices may be submitted Following Completion of Services.

### 8.11. [Samples](#)

Samples shall be furnished free of charge within the time specified by the Office of Purchasing. Upon request, samples will be returned to the Offeror (at the Offeror's risk and expense). Samples will be properly disposed of by the City if not returned to the Offeror.

### 8.12. [Insurance](#)

The Contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. Following award of the contract, the Contractor shall furnish proof of said insurance prior to commencement of services.

Prior to submitting a proposal, ensure that your firm fully understands the City's insurance requirements, your carrier is properly rated and that your carrier can provide the required insurance and endorsements.

Contractor shall have seven (7) days from the date of the City's request to provide insurance certificates and endorsements. Failure to provide the certificates and endorsements within this timeframe may be cause for the City to rescind award of a contract and hold the original Bidder/Offeror liable for excess costs.

Insurance requirements are specified herein in Section titled [Insurance Requirements](#).

### 8.13. [Confidentiality](#)

- A. Each party to the contract resulting from this solicitation shall (i) hold in strict confidence any or all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under a contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. Each party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).
- B. Exclusions: The term "Confidential Information" shall not include information that is:
  1. in the public domain through no fault of the receiving party or of any other person or entity that is similarly contractually or otherwise obligated;
  2. obtained independently from a third-party without an obligation of confidentiality to the disclosing party and without breach of this Contract;
  3. developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
  4. required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.
- C. Return or Destruction: Upon the termination or expiration of a contract, the Contractor shall at its own expense, (a) promptly return to the City all tangible Confidential Information (and all copies thereof except the record required by law) or (b) upon written request, destroy such Confidential Information and provide written certification of such

destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form. The City shall retain and dispose of Contractor's Confidential Information in accordance with records retention policies and as required by law.

#### 8.14. Continuity of Services

The services rendered in the contract resulting from this RFP are vital to City and must be continued without interruption. At contract expiration, the Contractor shall provide best efforts and cooperation to facilitate an efficient and effective transition to a successor, whether City or other Contractor at no additional cost to the City.

#### 8.15. Ownership of Print Production Materials

All artwork, camera-ready copy, negatives, dies, photos and similar materials shall become the property of the City. Any furnished materials shall remain the property of the City. All such items and materials shall be delivered to the City in usable condition after completion of the work and prior to submission of the invoice for payment.



## 9. VENDOR QUESTIONNAIRE

Where attachments are requested below, the City recommends the use of the following files types:

- .pdf (Portable Document Format file)
- .doc and .docx (Microsoft Word document)
- .xls and .xlsx (Microsoft Excel spreadsheet)
- .bmp (Bitmap Image File)
- .jpg and .jpeg (JPEG Image)

The viability and accessibility of these attachments is entirely the responsibility of the Offeror. Attachments that are not accessible cannot be considered during the review and evaluation of the proposal, which may result in that proposal being determined non-responsive and not being further considered for award.

### 9.1. .... [Primary Contact\\*](#)

Please provide the following information for the main contact for all communication regarding this solicitation:

- Name
- Title
- Phone Number
- Email Address
- \*Response required

### 9.2. .... [Secondary Contact - OPTIONAL](#)

Please provide the following information for the secondary contact for all communication regarding this solicitation:

- Name
- Title
- Phone Number
- Email Address

### 9.3. .... [Payment Address\\*](#)

Please provide the payment address for your organization.

- \*Response required

### 9.4. .... [Employer Identification Number\\*](#)

Please provide the Employer Identification Number (EIN). If an EIN is not available, please provide the Social Security Number associated with your organization.

- \*Response required

9.5. .... [Au](#)  
[thorization to Transact Business in Virginia\\*](#)

Please provide your State Corporation Commission (SCC) Identification Number. If the Firm/Company is not required to have/maintain registration, please provide the reason. If the Firm/Company is in the process of registering with the SCC, please state so. For more information on registration and requirements, please visit <https://www.scc.virginia.gov/>.

\*Response required

9.6. .... [Pa](#)  
[yment Terms](#)

Please provide the payment terms for this project. If payment terms are not provided, then the terms shall be "Net 30 Days".

9.7. .... [Ex](#)  
[ceptions\\*](#)

Please select one of the following:

Offeror understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Offeror takes exception to terms, conditions, requirements, or specifications stated herein Offeror must itemize all exceptions in the following question.

\*Response required

9.8. .... [Ex](#)  
[ception Details\\*](#)

Offeror takes exception to terms, conditions, requirements, or specifications stated herein Offeror must itemize all exceptions below.

If there are no exceptions, please type "N/A".

The following exceptions are noted:

\*Response required

9.9. .... [Co](#)  
[operative Purchasing\\*](#)

Offeror will extend term, conditions and prices to other jurisdictions.

Yes

No

\*Response required

9.10. .... [Anti-Collusion Certification\\*](#)

By submitting a response to this solicitation, the Offeror certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Offeror understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

Please confirm

\*Response required

9.11. .... [Authorization\\*](#)

In accordance with the terms, conditions and specifications of this Request for Proposals, the undersigned agrees to furnish the items and/or services requested. The undersigned acknowledges that the proposal is valid **for a period of 180 days** from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this Request for Proposals and is authorized to contract on behalf of firm named below. In the space below, enter the name and contact email of the person who has signature authority for the Bidder's company, and is hereby agreeing to the statement above.

\*Response required

9.12. .... [Proprietary Information\\*](#)

Trade Secrets or Proprietary information submitted by an Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror or Contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. Price quotations in proposals submitted to the City are not “proprietary” or “confidential”. They are considered public information. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

No, the proposal does not contain any trade secrets and/or proprietary information.

Yes, the proposal does contain trade secrets and/or proprietary information.

\*Response required

9.13. .... [Proprietary Information - Specifics\\*](#)

If you answered YES to the previous question, please list the sections and the reasons why the information is considered a trade secret or proprietary information. Please clearly list out exactly what sections of your submittal are proprietary. Do Not Mark the Whole Proposal

Proprietary.

If there is no proprietary information being submitted, please type "N/A".

\*Response required

9.14. .... [W-9\\*](#)

Please upload a completed copy of the W-9 for your organization.

\*Response required

9.15. .... [Technical Proposal\\*](#)

Please submit your technical proposal for this project. Be sure to include all of the required items outlined in the "Technical Proposal Format" section of this RFP.

\*Response required

9.16. .... [Price Proposal\\*](#)

Please upload your Price Proposal for this project, as described in the "Submission Requirements and Evaluation" section of this RFP.

\*Response required

9.17. .... [References](#)

References must be for equivalent services. Do not include the City of Newport News as a Reference.

Please provide the following information for all three references, where prompted below:

Name of Business, City, County, or Agency

Street Address

City and State

Contract Dates

Contact Name

Contact Title

Contact Telephone

Contact Email

Description of Work Performed

Contract Amount in Dollars

9.17.1. *Reference #1\**

Please provide the requested information for the first reference:

\*Response required

9.17.2. *Reference #2\**

Please provide the requested information for the second reference:

\*Response required

9.17.3. *Reference #3\**

Please provide the requested information for the third reference:

\*Response required

9.18. .... Small, Women-Owned, Minority-Owned (SWaM) and Service Disabled Veteran-Owned Business

9.18.1. *SWaM Status \**

Please review the [City's SWaM program](#). This document is provided for informational purposes only.

A certified SWaM Business is one that holds a current certification from the Virginia Department of Small Business and Supplier Diversity (SBSD), the U.S. Small Business Association (SBA), the Women’s Business Enterprise National Council (WBENC), National Minority Supplier Development Council (NMSDC) or from other U.S. State and some Local Government Supplier Diversity Programs.

Is your company a certified Small, Woman or Minority Owned (SWaM) Business or Disadvantaged Business Enterprise?

Yes

No

\*Response required

9.18.2. *Certification Type*

If applicable, what is your company’s certification type?

*Select all that apply*

Small Business

Woman-owned Business

Minority-owned Business

Service Disabled Veteran (SDV)

Disadvantaged Business Enterprise (DBE)

9.18.3. *Certification Information*

If applicable, please provide the Certification Entity/Agency and the Certification Number(s).

9.18.4. *SWaM Certificate/Supporting Documentation*

If applicable, attach any supporting documentation, including certificates, in regards to your company's SWaM status.

9.18.5. *Subcontracting*

Contractors (including SWaM and non-SWaM firms) are encouraged to offer subcontracting opportunities to SWaM businesses to the greatest extent possible.

If applicable, please state the anticipated dollars that you intend to subcontract to each

business type if a contract is awarded to your firm, similar to the format indicated below:

Total dollars to be sub-contracted: Company Name:

Total Small Business \$ \_\_\_\_\_

Total Woman-Owned \$ \_\_\_\_\_

Total Minority-Owned \$ \_\_\_\_\_

Total SDV Dollars \$ \_\_\_\_\_

Total DBE Dollars \$ \_\_\_\_\_

If your firm cannot subcontract any work to SWaM businesses, please elaborate on why subcontracting opportunities are not available or practical.

## SAMPLE CONTRACT/AGREEMENT

### CONTRACT FOR

**RFP Title and Project Number:** \_\_\_\_\_

THIS CONTRACT is made effective this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between the **City of Newport News, Virginia**, acting by and through the City Manager, hereinafter referred to as the "City," and [\_\_\_\_\_] or his, its or their successors, executors, administrators and assigns, hereinafter referred to as the "**Contractor.**"

WHEREAS, in response to the City's Request for Proposals (RFP) # [\_\_\_\_\_] entitled [\_\_\_\_\_] the Contractor has submitted a timely proposal to provide non-professional services as described in its sealed proposal, and the City desires to contract with the Contractor to provide the services.

WHEREAS, in consideration of the payments to be made by the City of Newport News, and other good and valuable consideration, the parties covenant and agree as follows:

1. The Contractor shall provide the services in accordance with the provisions of this Contract and attached Exhibits, the City's RFP, any addenda attached thereto, the purchase order(s), and the Contractor's proposal, all of which are incorporated by reference.
2. **Scope of Work.** The Contractor shall provide the services identified in its proposal and in the RFP.
3. **Term.** Services shall commence on [\_\_\_\_\_] and shall continue for one year **or** continue through [\_\_\_\_\_] with an option to renew at the City's sole discretion, for \_\_\_\_\_ additional one-year periods.
4. **Payment.** The City shall pay the Contractor for services rendered as follows: **or** as identified in **Exhibit A**. The method for determining price adjustments, if offered, is specified in the RFP.
5. **Required Notifications.** Contractor shall immediately notify the City in case of emergency, injury to persons, or damage to equipment or property.
6. **Independent Contractor.** Contractor is an independent contractor, and its employees shall not be classified as City employees and shall not claim nor receive any City employee benefits (such as worker's compensation, accident or health insurance, etc.).
7. **Non-exclusive.** This Contract is non-exclusive. City may contract with other entities for the same or similar services without liability or obligation to Contractor.
8. **Insurance.** The Contractor shall maintain the required insurance coverages for the entire duration of the Contract including all renewal periods and shall provide notice of non-renewal or cancellation in accordance with the requirements included in the RFP.
9. **Amendments/Modifications.** The parties may amend this Contract at any time, in writing, by my mutual agreement. The City Manager or his designee may execute such amendments on behalf of the City.
10. **Suspension or Termination.** The City may terminate this Contract for convenience or cause as specified in the RFP.
11. **Notices.** Notices required by this Contract shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Contract shall be addressed to the individuals below unless otherwise modified by subsequent written notice:

**EXHIBIT II**  
**SAMPLE CONTRACT/AGREEMENT continued**

**Contractor:**

Name  
Address

**City:** \_\_\_\_\_, Senior Buyer  
City of Newport News, Virginia Office of Purchasing  
2400 Washington Avenue, 4<sup>th</sup> Floor  
Newport News, Virginia 23607  
Email: \_\_\_\_\_@nnva.gov  
Fax Number: (757)926-8038

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**CONTRACTOR**

\_\_\_\_\_  
Name of Contractor

BY \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

TITLE \_\_\_\_\_

**CITY OF NEWPORT NEWS, VIRGINIA**

BY \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

TITLE \_\_\_\_\_



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**EXHIBIT A  
PAYMENT**

Page 2

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**EXHIBIT B  
NEGOTIATED TERMS AND CONDITIONS**

As a result of negotiations, the following revisions to the Scope of Work, Terms or Conditions are incorporated into the Contract:

Page 3