NORFOLK AIRPORT AUTHORITY NORFOLK INTERNATIONAL AIRPORT

REQUEST FOR QUALIFICATIONS FOR ADVERTISING, MARKETING AND PUBLIC RELATIONS SERVICES

I. <u>REQUEST FOR QUALIFICATIONS (RFQ)</u>

The Norfolk Airport Authority (hereinafter referred to as "Authority"), acting by and through its Executive Director, will accept qualification proposals from advertising, marketing and public relations firms (hereinafter referred to as "Offeror" or "Offerors") to provide professional services as required by the Authority to assist in the planning, development and implementation of a broad range of advertising, marketing and communication services for the Norfolk International Airport (the "Airport").

Services to be provided by the selected Offeror directly or through approved subcontractors and vendors include, but may not be limited to, the following:

- A. Develop a comprehensive program to include consistent messages and strategies for advertising the Airport that are designed to increase passenger traffic and position the Airport as the premier gateway to Hampton Roads and Northeast North Carolina. The program may contain both short and long term components and should address the rapidly changing conditions of the aviation industry and attendant shifting needs of the Airport.
- B. Identify appropriate communications channels, using traditional and nontraditional media as well as social media and on-line channels for marketing strategies and tactics.
- C. Provide advice and assistance to Airport staff in creative website design and maintenance.
- D. Develop cost-effective and innovative marketing and communications tactics and campaigns to reach specific target audiences and to meet specific program objectives.
- E. Provide creative input and design consultation and assistance to Airport staff in connection with the production of advertising for on-line, television, radio, print, outdoor and other media.
- F. Assist staff in developing performance measures for evaluating the Airport's marketing and communication efforts.

- G. Assist the Airport in identifying potential opportunities for marketing and advertising with private and public sector partners in connection with the Airport's efforts to reach target audiences, reduce outreach costs and generate revenues.
- H. Provide guidance to the Airport in selecting providers of marketing and advertising services such as graphic production, social media, web services and audio/video production and assist in assuring that such services are provided in a manner consistent with the Airport's goals and standards for providers of marketing and advertising services.
- I. Perform such other comparable or related services as the Authority may require.

II. GENERAL PROPOSAL REQUIREMENTS

A. RFQ Response: In order to be considered for selection, Offerors must submit a complete response to this RFQ for receipt not later than 2:00 p.m. (Local Time) on May 31, 2019. One (1) electronic copy (PDF only, on CD or thumb drive), one (1) original hard copy and four (4) copies of each proposal must be submitted to the Authority's Administrative Office at the following address:

Steven C. Sterling Deputy Executive Director Administration and Operations Norfolk Airport Authority Norfolk International Airport 2200 Norview Avenue Norfolk, VA 23518-5807

- B. Proposal Format
 - 1. Proposals shall be signed by an authorized representative of the Offeror. All information requested in this RFQ should be submitted. Failure to submit all information requested may result in rejection of the Proposal.
 - 2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity and brevity of content. Offerors are not expected to expend resources developing story boards, creative copy, marketing strategy and similar materials. Do not submit detailed presentations of how the Offeror would market the Airport or an extensive array of promotional brochures and marketing information.

- 3. Each copy of the proposal should be bound in a single volume where practical.
- 4. Ownership of all data, materials and documentation submitted to the Authority pursuant to this RFQ shall belong exclusively to the Authority and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act.
- 5. Proposals should be organized in the order in which the requirements are presented in this RFQ. All pages of the proposal should be numbered. Information which the Offeror desires to present that does not fall within any of the requirements of the RFQ should be attached at the end of the proposal and designated as additional material.
- C. Desired Qualifications
 - 1. Expertise in the development, implementation and support of public information, consumer marketing, branding, business-to-business marketing and advertising, preferably within the tourism and travel industry.
 - 2. Expertise in the development, implementation and maintenance of social media and on-line advertising content, material, programs, placement and measurement.
 - 3. Expertise in the development and production of newspaper, radio, television, Internet, printed informational materials, signage and other collateral materials.
 - 4. Expertise in the design and maintenance of websites.
 - 5. Expertise in planning and buying traditional and non-traditional advertising.
 - 6. Expertise in advertising copywriting and design.
 - 7. Expertise with primary and secondary market research and practical methods of program evaluation.
 - 8. Ability to be flexible, collaborative, and resourceful to achieve marketing and communications goals under changing conditions and with limited resources.
 - 9. Expertise in Public Relations messaging.

D. Oral Presentation: At the option of the Authority, Offerors who submit a proposal in response to this RFQ may be required to give an oral presentation of their proposal to the Authority at a time and location set by the Authority. If a presentation is required, the members of the team that Offeror proposes to be involved in providing the services must be present and participate.

III. SPECIFIC PROPOSAL REQUIREMENTS

Offerors are required to submit the following information in their proposal:

- A. Contact Information: Name of Offeror Mailing Address Telephone Fax Email
- B. The name and contact information of the staff person who is responsible for the Proposal and is to be contacted regarding any questions the Authority may have about the Offeror's response to this RFQ.
- C. Biographical sketch of each individual staff member who will perform work covered under this RFQ.
- D. References from other clients, commercial service airports (if applicable), where comparable services have been provided.
- E. Location of office from which the majority of the work would be performed.
- F. The name and contact information of the staff person who would be the Authority's primary contact for coordination of services if the Offeror firm is selected.
- G. Please state the proposed fee structure Offeror proposes. Include what services the fee covers and specifically list the services not covered by the stated fee.

IV. <u>TIMELINE</u>

April 26, 2019 – Post RFQ

May 10, 2019 – Questions Due. Answers will be posted on the Authority's website in the form of an addendum to this RFQ.

June 7, 2019 – Proposals Due

Week of July 8, 2019 – Oral presentations, if applicable. Notice of Intent to Award to be made during this week.

August 1, 2019 – Contract start date

V. EVALUATION AND AWARD CRITERIA

- A. <u>Evaluation of Proposals</u>: Each proposal will be evaluated for full compliance with the RFQ instructions to the Offeror and the mandatory terms and conditions set forth herein. The specifications within this RFQ represent the minimum performance necessary for response. An award will be made to the Offeror who is determined by the Authority, in its sole discretion, to best meet its needs and objectives. The Authority will consider a number of factors in combination in evaluating the proposals submitted and will score each proposal based on the criteria below. A total of Sixty (60) points will be available.
 - 1. Related Project Experience (20 Points) Established competence, experience and qualifications of personnel assigned, with particular attention to experience in design and construction of projects similar to the scope of services reference in this RFQ.
 - 2. Personnel Qualifications (15 Points) Provide a list of individuals, to include sub-consultants, who will be assigned to this project. Include resumes for each key individual of the team.
 - 3. References (10 Points) Provide references with specific knowledge of Offeror's experience and qualifications with similar projects.
 - 4. Proposed fee structure (10 Points) Provide a proposed fee structure and indicate what services are and are not included under the fee.
 - 5. Compliance with RFQ Instructions (5 Points) Submittal meets requirements stated in RFQ and information is presented in a way that is easy to understand, follow and free of excessive marketing materials.
- B. <u>Qualifications of Offerors</u>: The Authority may make such investigations as deemed proper and necessary to determine the ability of the Offeror to perform the Services, and the Offeror shall furnish to the Authority all such information and data for this purpose as may be requested. The Authority reserves the right to reject any proposal if the evidence submitted by and investigations of such Offeror fail to satisfy the Authority that such Offeror is properly qualified to carry out the obligations of the contract and to provide the Services contemplated therein.
- C. <u>Award of Contract</u>: The Authority shall select the Offeror(s) deemed to be best qualified, responsible and best suited among those submitting proposals. Negotiations shall be conducted with the Offeror(s) so selected. The proposed consultant team of the Offeror may be required to participate at the Airport in at least one negotiation session. If negotiations with a Selected Offeror are successfully completed, the Authority shall award the contract to that Offeror.

The Authority may cancel this RFQ or reject any or all proposals at any time prior to an award, and shall not be required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Selected Offeror's proposal as negotiated except that the Authority shall not be bound to contract for any or all of the Basic Services listed in Section I and shall, at the time of entering into the Contract with the Selected Offeror, be free to add, delete, and/or change any of the Basic Services.

Contract start date is anticipated to be August 1, 2019, and the Selected Offeror's performance of Services is to begin immediately upon award. The term will be for three (3) years with the option for the Authority to extend annually for a maximum of two (2) additional years. The term initiation date will be the date of the Notice of Award as issued by the Authority unless stated otherwise in the Notice of Award.

VI. <u>GENERAL TERMS AND CONDITIONS</u>

- A. <u>Applicable Laws and Courts</u>: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in Norfolk, Virginia in the appropriate court having jurisdiction. The Offeror shall comply with all applicable federal, state and local laws, rules and regulations.
- B. <u>Anti-Discrimination</u>: Norfolk International Airport is committed to ensuring that no person is excluded from participation in or denied the benefits of airport services on the basis of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended. Additionally, 49 U.S.C. §47123 further prohibits recipients of US Department of Transportation financial assistance from engaging in discrimination based on sex and creed. By submitting a proposal, each Offeror certifies to the Authority that the Offeror will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and the Virginia Public Procurement Act.
- C. <u>Ethics in Public Contracting</u>: By submitting a proposal, each Offeror certifies that the proposal is made without collusion or fraud and that Offeror has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with its proposal, and that Offeror has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised,

unless consideration of substantially equal or greater value was exchanged.

- D. <u>Immigration Reform and Control Act of 1986</u>: By submitting a proposal, each Offeror certifies that it does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- E. <u>Assignment of Contract</u>: A contract shall not be assignable by the Selected Offeror in whole or in part, without the written consent of the Authority. Without limitation, this restriction against assignment applies to the Selected Offeror's performance obligations under the contract and its right to payment under the contract. Any assignment in violation of this section shall be void and unenforceable as to the Authority.
- F. <u>Late Proposals</u>: To be considered for selection, proposals must be received by the Authority by the designated date and time. Proposals received after the date and time designated are automatically disqualified and will not be considered. The Authority is not responsible for delays in the delivery of mail by the U.S. Postal Service or private couriers. It is the sole responsibility of the Offeror to insure that its proposal reaches the Authority by the designated date and time.
- G. <u>Offeror Understanding of Requirements</u>: It is the responsibility of each Offeror to inquire about and clarify any requirements of this RFQ that are not understood. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the Authority by 4:00 p.m. on May 10, 2019. All questions must be submitted via email to <u>ssterling@norfolkairport.com</u>. The Authority's responses to questions, comments or requests will be provided in the form of a written Addendum to the RFQ and posted on the Authority's website under the Business Opportunities link at the bottom of the home page. The Offeror's signature on its proposal certifies that the Offeror fully understands all facets of this solicitation.
- H. <u>Offer Acceptance Period</u>: Any proposal submitted in response to this solicitation shall be valid for 90 days. At the end of 90 days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
- I. <u>Conflict of Interest</u>: The Offeror represents to the Authority that it's entering into this agreement with the Authority does not entail any violation of the Virginia Conflict of Interest Act.
- J. <u>Subcontracts</u>: No portion of the work shall be subcontracted without prior written consent of the Authority. In the event that the Selected Offeror desires to subcontract some part of the work specified herein, the Selected Offeror shall furnish the Authority the names, qualifications and experience of the proposed subcontractors. The Selected Offeror shall, however, remain fully liable and

responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- K. <u>Costs</u>: The Authority assumes no obligation for any costs associated with preparation or submission of proposals.
- L. <u>Unauthorized Contact.</u> Except the proposal meeting and written communications with the Executive Director or designee as specifically authorized herein, contact with any official or employee of the Authority, including any Commissioner, in connection with this RFQ and the service described herein is prohibited and shall be cause for disqualification of the Offeror. The Authority will not meet individually with any Offeror prior to receipt of proposals.
- M. The Authority's award to the Selected Offeror is expressly conditioned on the required services being performed by the individuals identified in response to Section III.C of the RFQ. Therefore, the Selected Offeror may not change and/or substitute the individuals identified in response to Section III.C without the Authority's advance written consent.
- N. Insurance.

The selected Offer shall provide insurance coverage in accordance with the limits below. Offeror shall provide the Authority a Certificate of Insurance naming the Authority as an additional insured.

All insurance coverages will remain in force for at least one (1) year after the AUTHORITY has accepted the work or has made the final payment, whichever is later, and Certificates of Insurance will continue to be sent to the AUTHORITY to confirm the coverages are in place and are valid.

A Notice and Knowledge of Occurrence Endorsement will be included within the CGL contract along with the Per Project/Per Location Endorsement.

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (Any One Fire)	\$100,000
Medical Expense Limit (Any One Person)	\$10,000
Retention or Deductible None	
Hold Harmless Agreement Existence Stated in CGL Contract	

Commercial General Liability

Workers' Compensation and Employers Liability

Workers' Compensation	Statutory Benefits
Employers Liability	\$500/\$500/\$500,000 or Amount Necessary for Excess Liability Underwriters
Retention or Deductible	None

Excess Third-Party Liability

General Aggregate	\$5,000,000
Products-Completed Operations	\$5,000,000
Each Incident Limit	\$5,000,000
Retention	None or \$10,000 Maximum

Over and Above these Primary Placements:

Commercial General Liability

Business Auto Liability Including Hired and Non-Owned Auto Liability Employers Liability

The insurance required will be included in the specific coverages and be written for not less than the limits of liability and coverages provided above or required by law, whichever is greater. The Commercial General Liability Insurance shall include Products and Completed Operations insurance on an Occurrence basis. All insurance listed within this Paragraph will contain a manuscript endorsement providing that the insurance coverage will not be cancelled or modified in any way without giving the AUTHORITY at least a 45-day written notice.

VII. REQUIRED FEDERAL CONTRACT PROVISIONS

GENERAL CIVIL RIGHTS PROVISIONS

The Offeror agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Offeror and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

The Norfolk Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Offeror, for itself, its assignees, and successors in agrees as follows:

Compliance with Regulations: The Offeror (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Non-discrimination: The Offeror, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Offeror will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Offeror for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Offeror of the Offeror's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

Information and Reports: The Offeror will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of an Offeror is in the exclusive possession of another who fails or refuses to furnish the information, the Offeror will so certify to the sponsor or the Federal Aviation Administration as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of an Offeror's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Offeror under the contract until the Offeror complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Offeror will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Offeror will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Offeror becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Offeror may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Offeror may request the United States to enter into the litigation to protect the interests of the States of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

During the performance of this contract, the Offeror, for itself, its assignees, and successors in interest (hereinafter referred to as the "Offeror") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Offeror has full responsibility to monitor compliance to the referenced statute or regulation. The Offeror must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Offeror must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Offeror retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Offeror must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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Robert S. Bowen, A.A.E. Executive Director