



REQUEST FOR PROPOSALS

Advertising and Marketing Services

2011-1199-1024

August 6, 2010

City of Newport News

Office of the Purchasing Director

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8032/Fax: (757) 926-8038

www.nngov.com/purchasing

Sealed proposals, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, until the time and date shown below (local prevailing time), for furnishing the items or services described in the proposal.

Scope of Work: To provide advertising and marketing services for the City of Newport News.

Proposal Due: August 25, 2010 at Close of Business Day (COB)

Contract Officer:

Rose Kee, CPPB, Senior Buyer, (757) 926-8028, email: rkee@nngov.com

AN ORIGINAL AND FOUR (4) COPIES OF YOUR SUBMITTAL ARE REQUESTED

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the items or services requested and certify he has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This Form Must Be Signed. Signature must be original, not photocopied)

Conditions and Instructions

RFP Rev. 06-17-2010

1. All proposals must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the offeror may attach a letter hereto that will be made a part of the proposal. In case of conflict, the City's published specifications shall supersede any additional writings submitted with the bid. Such writings should be clearly marked and noted on the exception page.
2. It will be the responsibility of the offeror to see that his proposal is in this office by the specified time and date. Date of postmark will not be considered. Telephone, electronic, fax and verbal offers will not be accepted.
3. Prices, if requested, should be stated in units of quantity specified, less federal, state, and local taxes.
4. The offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person submitting a proposal for the same product or service 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 engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.
5. In event of default by the offeror, the City reserves the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each Department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
7. The offeror guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the offeror is not the patentee, assignee, or licensee.
8. All proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

9. By signing this proposal, the offeror assigns to the City of Newport News any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this offer. This provision is remedial in nature and is to be liberally construed by any court in favor of the City of Newport News.
10. Appeals Procedure: Upon request, administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusals to allow withdrawal of proposals, appeals from disqualifications and determinations of non-responsibility and appeals from decisions or disputes arising during the performance of a contract.
11. **Non-Discrimination:** During the performance of this contract, the successful bidder agrees as follows:
 - a. He 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 state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonable 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.

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 so that the provisions will be binding upon each subcontractor or vendor.

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of 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.

This public body does not discriminate against faith-based organizations

For the purposes of this subsection, “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

12. ***Direct contact with City Department, other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the contracting officer.***
13. *Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City of Newport News.*
14. If authorized by the Offeror, the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful Contractor(s). The City of Newport News acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Contractor’s responsibility to notify the jurisdictions of the availability of contract(s). Offeror not desiring to sell to other jurisdictions under this clause shall so indicate in their response.
15. *Applicable Law and Courts: Any purchase order/contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.*
16. ***These Conditions and Instructions shall be applicable to the extent that they are non-contradictory to the proposal terms and/or instructions on the following pages. The contractor certifies that he does not and shall not during the performance of the contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.***
17. All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any bidder

or 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 its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Number or Statement: _____

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.

18. If City Hall is closed for business at the time scheduled for the proposal opening, sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.
19. If you have obtained this solicitation from our web page or from a source other than directly from the City of Newport News, it is the offeror's responsibility to check with our office prior to submitting your offer to ensure that you have a complete, up-to-date package. The Purchasing Department takes no responsibility to ensure any interested offeror has obtained any outstanding addenda

The original copy maintained at our offices, in the bid/proposal file folder, shall be considered the official copy. In the case of any inconsistency between bid/proposal documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the offeror, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the offeror may be cause to disqualify your bid/proposal.

20. Cancellation: The City may cancel the contract at its convenience, without penalty, at any time by giving thirty (30) days written notice or may cancel the contract immediately for violations of safety or rules of ethics. The City may cancel a contract thirty (30) days after the City has given a written request for a cure for vendor non-performance if such cure has not occurred. Cancellation shall not release the vendor from legal remedies available to the City. If the contract is an extended term contract, after completion of the first contract period, either party may cancel the contract without penalty. Written notice of such termination shall be made a minimum of sixty (60) days prior to its effective date.
21. The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions an offeror intends to be considered must be submitted with the proposal for consideration and negotiation into a final contract document prior to an award. Contractual documents submitted by the successful firm after an award will not be accepted.

22. Failure of the contractor to perform the contract by reason of our non-acceptance of additional conditions submitted after the award, shall result in termination of the contract by the City for cause, and may result in debarment of the Contractor for a period of up to three years. Such actions taken by the City shall not release the Contractor from additional remedies that may be allowed by law.

**SMALL, MINORITY, WOMEN-OWNED
BUSINESS OBJECTIVES**

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from City contracts.

Complete the following information and return the form with your package.

1. If you are a SBE, MBE or WBE, please check one of the following boxes:

SBE MBE WBE

2. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE** Dollars to be Sub-contracted \$ _____

Total **MBE** Dollars to be Sub-contracted \$ _____

Total **WBE** Dollars to be Sub-contracted \$ _____

3. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

ANTI-COLLUSION CERTIFICATION

The offeror certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same product and that this bid 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 bidder 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. The bidder also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Signed: _____ Date: _____

Name of Company: _____

COOPERATIVE BIDDING

The City of Newport News issues this Request for Proposals (RFP) in accordance with the City of Newport News' procurement code (Section 2-552.1 (7)), and on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other governmental jurisdictions and school divisions. This procurement is also being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia

Offerors are advised that all resultant contracts will be extended, with the authorization of the contractor, to other governmental jurisdictions and school divisions as may be interested. Should other entities decide to use the final contract, the contractor shall deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payments. The City of Newport acts only as the “Contracting Agent” for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid or offer.

It is the responsibility of the contractor to notify the jurisdictions and political subdivision of the availability of the contract. Each participating jurisdiction and political subdivisions has the option of executing a separate contract with the contractor. Such contracts may contain general terms and conditions unique to those jurisdictions and political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the contractor, the contractor may withdraw its extension of the award to that jurisdiction.

The City of Newport News shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the contractor.

SVGPC members reserve the right to make awards to the responsible offeror during the contract term. SVGPC members not explicitly named in the RFP are not obligated to participate, nor is the successful offeror obligated to contract with other SVGPC members; however, if such a contract is entered, the successful offeror will be required to provide these same items, at the same prices, awarded as a result of this solicitation to that public body.

SVGPC Members:

City of Chesapeake
City of Hampton
City of Newport News
City of Norfolk
City of Portsmouth
City of Virginia Beach
City of Williamsburg
County of Gloucester
County of James City
County of King William
County of York

Newport News Public Schools
Williamsburg/James City County Public Schools
York County Public Schools
Christopher Newport University
College of William & Mary
Norfolk State University
Old Dominion University
Tidewater Community College
Southeastern Public Service Authority
Jamestown/Yorktown Foundation

Revised, 08/12/09

Advertising and Marketing Services

I. PURPOSE

It is the purpose of this Request For Proposals (RFP) to select a qualified firm to provide advertising and marketing support services for the City of Newport News. Services required involve the more typical services of an advertising agency, i.e.: media placement, development of advertising creative, evaluation of return on investment (ROI) of placement program and other such services as may be required for the City. The Newport News Tourism Development Office shall be the primary using department of the contracted services. The Industrial Development Authority and other City departments may also elect to establish a contract as a result of this solicitation.

II. BACKGROUND

The Newport News Tourism Development Office (NNTDO) was created as a division of the Department of Parks and Recreation in 1995; and is governed by all procurement, fiscal and human resources policies of the City of Newport News. The mission of NNTDO is to serve the broader interest of the economy by supporting, maintaining and expanding the City's travel industry through domestic and international (Canada) travel marketing activities, thereby generating increased visitor inquiries, visitation and expenditures, thus increasing tax revenues and employment. The NNTDO develops and implements programs beneficial to the City's travel-related businesses and/or consumers that no industry component or organization would be expected to carry out on its own.

Within its budget constraints, the NNTDO, through its marketing programs, targets specific audience segments (i.e.: Civil War, history, family fun and mature adult consumer marketing, group marketing, local awareness, AAAs) in those geographic markets offering the highest potential of travel to Newport News. The NNTDO currently generates approximately 100,000 direct inquiries annually and fulfills inquiries through distribution of the Newport News Visitor Guide, and brochures pertaining to certain specific niche markets as requested to include a Rainy Day Fun Guide, Newsletters, Calendar of Events, Civil War Brochures, Tourism Works for Newport News Brochure, Restaurant Guide, and other marketing promotional pieces as needed.

In addition, potential visitors are provided access to travel information through its consumer-oriented website: www.newport-news.org. As a result of this activity, Newport News travel industry has become a multi-million dollar business.

III. SCOPE OF WORK

The NNTDO is seeking an Offeror to serve as its agency of record and work with the Director of Tourism as well as other key tourism staff to develop an effective and efficient annual advertising and marketing program. The Director of Tourism will serve as the primary liaison between the NNTDO and the advertising agency.

At the execution of a contract resulting from this RFP, the NNTDO will have already placed the Spring/Summer and Fall/Winter media for 2010. The selected Offeror (Contractor) will have a key role in development of the Spring/Summer 2011 media schedule and beyond.

The following are services and abilities the Contractor must provide to be selected for contract award.

1. The Contractor must provide resources to recommend marketing strategist, quality advertising, and if requested, fulfillment materials designed to meet specific agreed-upon objectives.
2. The Contractor must provide resources to recommend advertising schedules for newspapers, magazines, television (if budget is increased), Internet and any other media within the annual budget. The FY'2011 advertising budget (including creative) will be approximately \$425,000.
3. The Contractor must provide resources to make timely disbursements for all advertising placements.
 - The Contractor must provide accounting resources to provide detailed monthly budget summaries of NNTDO account activity by project. All changes are to be supported by invoices describing exact nature of work done or outsourced, including markup, if any.
 - The Contractor must provide resources to evaluate the effectiveness of advertising placed on behalf of the NNTDO. NNTDO will assist in determining the evaluation methods to be used.
 - The NNTDO is a very participatory client in its advertising and marketing program. Senior staff is accustomed to and expects to continue to have significant involvement in face-to-face discussions and brainstorming sessions with staff of the Contractor. In effect, staff of the advertising agency may appear to be members of the NNTDO staff, and when requested will attend staff meetings as a way of being actively involved in discussions. [Note: While they may appear to be members of NNTDO staff, nothing herein shall establish an employer/employee relationship, and all services shall be provided on a contracted basis].

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- The Contractor will be required to work with additional grant/cooperative programs as needed and to bill these activities separately.
- The Contractor must be able to meet, in person, once a week or as needed which may be more or less per week.

The following list indicates the scope of work involving the Contractor and a proposed timetable for completion of the work. This information is subject to change and should not be considered all-inclusive, since new programs may be developed which have not yet been identified.

February – April:

- As requested, modify/refine existing advertisements already developed or create new ads as needed.
- Resize existing ads as needed.
- Handle requests as needed for NNTDO and/or other grant/cooperative programs the NNTDO may enter into during this contract, including – but not limited to – 100 Miles of Lights, Catch A Wave, African-American Heritage programs.

Fall:

- Develop Spring and Summer advertising plan including coordination with marketing plan.
- Place advertising.

Throughout the Year

- Provide support and consultation as needed for NNTDO and other City departments and agencies as needed.

IV. SUBMITTTALS

A. General:

1. RFP Response:

In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and four (4) copies of each proposal must be submitted. No other distribution of the proposal shall be made by the Offeror.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a

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lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Each copy of the proposal should be presented in a three-ring binder to facilitate copying of individual pages, and bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- d. Ownership of all data, materials and documentation originated and prepared for the RFP shall belong exclusively to the City of Newport News and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material should be submitted in a separate sealed envelope and marked proprietary. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

B. Documents To Be Submitted:

1. Signed RFP document, including completed forms within the document
2. Responses to Questionnaire

V. EVALUATION CRITERIA

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm(s) who is most responsive to the herein described needs of the City. The proposal will be evaluated on the following criteria listed in order of importance:

- Experience and Qualification - Offeror's experience in providing the services as requested in these specifications including years in business, and experience of staff.
- Capability and Skill — Offeror's capability and skill to perform the services stated in these specifications for government agencies, or companies with same or similar requirements.
- Suitability — The degree to which the offeror has responded to the purpose and scope of specifications and the suitability of the proposal to fulfill the City's requirements.
- Availability and Accessibility – Offeror's flexibility for meetings to be arranged in person, on an as needed basis.
- Cost - Offeror's breakdown of cost to include any value added services (ex.: discounts, specials, etc.), and recommendation for containment of costs associated with the contract.
- Responsiveness – The degree to which the offeror has fully responded to the purpose and scope of the specifications.
- References – References for whom offeror has provided equivalent services to.
- Additional Information – Additional information provided for the City of Newport News to consider that has not been covered.

VI. METHOD OF EVALUATION AND AWARD:

Proposals will be evaluated and interviews scheduled with selected firms in accordance with the " other than professional services" method of selection for services outlined in the Code of Newport News, Virginia Section 2-570.2.

Note: Should the Purchasing Agent determine, in writing and in his sole discretion, that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

From the time the proposal is first advertised to the time a contract is signed, all offerors and contents of any proposal shall be kept confidential.

AWARD:

Award will be made in accordance with Code of Newport News, Virginia Section 2-570, Award. Award shall be made to the responsible offeror whose proposal is determined in writing to be the more advantageous to the city, taking into consideration price and the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made.

The award of a contract shall be the sole discretion of the City. *The City reserves the right to make multiple awards from this solicitation.* The award(s) shall be based on the evaluation of all information as the City may request. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the RFP. Further, the City reserves the right to enter into a contract deemed to be in its best interest.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of Award may also appear on the purchasing website: www.nngov.com/purchasing

The right is reserved to accept or reject any or all submittals in whole or in part and to waive any informalities in the RFP, and to enter into any contract deemed to be in the best interest of the City of Newport News.

Debriefing: The entire RFP file, including ratings and justifications of award, will become public information and be available for review only after an award is made.

VII. CONTRACT TERMS

A. Period

The contract period will be for a twelve month period, commencing on the date of award.

B. Renewal Option

At the City's option, the contract may be renewed in increments of up to four (4) additional years in one-year increments (5 years total). Unless otherwise negotiated at the time of contract award, all fees for services shall remain fixed throughout the contract, including renewals.

C. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the City of Newport News. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the City with the names, qualifications and experience of their proposed subcontractors. The Contractor 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.

D. Method of Payment

Invoices shall be accepted in the format of an itemized billing statement. Unless otherwise negotiated, payment will be made not more frequently than monthly, with Invoice Terms of 2%/20, Net 30.

E. Advertising

In the event a contract is awarded for services resulting from this proposal, no indication of such sales or services to NNTDO or the City will be used in product literature or advertising, unless approved by the Director of Tourism.

G. Audit

The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment or until audited by the City of Newport News.

H. Confidentiality

Information (other than information required to be made public under FOIA provided to the Contractor by the NNTDO or the City is considered highly confidential and shall not be

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disclosed to any person not employed by the Contractor or the NNTDO without expressed written permission of the NNTDO.

I. Independent Contractor Status

It is agreed that the Contractor is an independent contractor and neither it, nor its employees are agents or employees of the NNTDO or the City of Newport News.

J. Changes to the Contract

The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed upon by the parties as a part of their written agreement to modify the scope of the contract.

K. Right to Obtain Quotes and Contract Separately

NNTDO and all other City departments and agencies shall be free, at any time and for any reason, to seek quotes and receive products and services from Contractors or agencies other than the awardee of this contract.

L. Ownership of data, materials, and documentation.

All such material prepared for NNTDO or other City department or agency shall belong exclusively to the City of Newport News and is subject to public inspection in accordance with the Virginia Freedom of Information Act. The NNTDO and other City departments and agencies reserve the right for extended use of materials prepared on its/their behalf by the Contractor, independent of advertising agency services such as photography, video and music rights.

IX. QUESTIONNAIRE

A. Responsiveness

Limit responses to each of the following questions to not more than one standard typewritten page:

1. Provide a brief (not more than one standard typewritten page) summary of your understanding of your responsibilities should you be awarded this contract. Included should be a summary of the services you will provide, and examples of how you have been flexible in fulfilling similar client requirements.
2. Describe your philosophy relative to the objectives of this Contract. What marketing and media strategy would be employed on behalf of the programs of NNTDO?
3. Relative to your firm's geographic location, how do you envision providing support to the City of Newport News?
4. Provide an organizational chart of your firm.
5. Has your firm, or any officer of your firm, been involved in any transaction in which the firm defaulted on a contract? If yes, explain.
6. Has your firm, or any officer of your firm, been involved in a contract that was cancelled by the customer? If yes, explain.
7. Has your firm, or a firm associated with any officer of your firm, ever been suspended or debarred by any governmental agency? If yes, explain.
8. Describe the process by which problems are resolved with client organizations.

B. Experience

1. How long have you/your firm been in practice, providing marketing and advertising services for tourism related business to include destination marketing organizations, hotels, attractions, and restaurants?
2. Provide a listing of organizational references, including contact names and phone numbers, of clients for whom you have provided equivalent services.
3. What experience do you have working with other local governments relative to marketing and advertising services?

C. Capability and Skill

1. Provide a resume for staff that would provide the services identified herein.
2. What is the anticipated percentage of time each staff person would be committed to the NNTDO program?
3. Describe the resources that you have to fulfill the requirements of this contract.
 - a. Equipment
 - b. Facilities
 - c. Staff (number of staff and their qualifications)

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- i. Creative
- ii. Production
- iii. Traffic
- iv. Acc't Mgr
- v. Research
- vi. Media
- vii. Other

D. Costs and Cost Containment Initiatives:

1. Provide a schedule of values for your fees for various services to be provided including any travel related expenses needed for weekly meetings and expedited projects.
2. Describe one or more recommendations for containment of costs that your firm has implemented relative to providing similar client services as described herein.

E. Other Information

1. Are you a subsidiary firm of any other organization? If yes, provide details.
2. List your approximate percentage of billings by media:
 - a. Newspaper
 - b. Magazine
 - c. Radio
 - d. TV
 - e. Other
3. If there is any additional information that you wish for the City to consider when evaluating your proposal that has not been covered by responding to the above questions, you may provide it here.

X. STATEMENT OF COMPLIANCE/DEVIATIONS

In the space below, Offeror must identify any and all deviations from the requirements as stated herein. Notations elsewhere in the proposal may not be considered or result in a determination of your proposal being non-responsive.

REFERENCES

References are to be for equivalent services.

Reference 1

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

Reference 2

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

Reference 3

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

- **Additional Contractor Data:**

- a. Years in Business supplying like services as outlined in these specifications:
_____years _____months.

- b. Business Location: proximity to the job-site; _____ miles.

Offeror maintains that he/she is able to provide qualified personnel, working equipment, specified materials, storage of materials/equipment, etc within a reasonable period of time to the job-site in order to complete the described work in an effective and efficient manner.

- c. Briefly describe your company's size and organization:

- d. Alternative Contacts for Firm: Please print clearly the data for the following alternative contacts:

Email Address: _____

Cell Phone(s): _____

Fax Number: _____

Upon contract award the firm shall provide, as available, the above alternative contacts for key personnel and supervisors responsible for the project.

- **Plan to Utilize Small, Minority, and Women Businesses:** - SBE, MBE, and WBE (small business utilization): Provide a statement of how your firm intends to utilize minority and female applicants during the course of this contract. Although no specific goals are set by the City of Newport News, participation of such enterprises is encouraged.

TRADE SECRETS / 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).

Please mark one:

No, the submittal I have turned in does not contain any trade secrets and/or proprietary information.

Yes, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled “PROPRIETARY INFORMATION” in **red** ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary.**

All proposals submitted under this RFP shall become the property of the City of Newport News and will not be returned.