



**Request for Proposals for Advertising & Marketing Services for VisitNorfolk**

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## **SECTION I: PURPOSE, BACKGROUND AND SCOPE OF SERVICES**

### **Purpose**

The purpose of this RFP is to obtain marketing, creative design, advertising placement and reporting services for VisitNorfolk's American Rescue Plan Act (ARPA) funding. Preferred agencies will have extensive knowledge and experience in various media and markets promoting tourism or businesses physically located in the state. Proposers should be aware that VisitNorfolk is a public entity and subject to Virginia public records laws. This Request for Proposal (RFP) is issued on October 12, 2022. Frank Reynolds, Chief Financial Officer, shall serve as the sole point of contact during the selection process.

### **Background**

VisitNorfolk is seeking to develop additional creative and videos in support of their existing culinary campaign, "City With Bite" and to strengthen its current marketing practices to promote Norfolk as a meetings and conventions destination. VisitNorfolk wants to strengthen the city's image from a "nice to see destination" to a "necessity destination" through effective messaging and a comprehensive marketing strategy to markets that are both familiar with VisitNorfolk and to new markets that are not familiar, utilizing both traditional and digital means, in a variety of media formats.

### **Scope of Services**

The selected Vendor will work with VisitNorfolk's Marketing & Communications Department to develop a plan and provide comprehensive marketing services including creative development and media & advertising. The marketing services should include the creative development for a continuation of VisitNorfolk's culinary series, "City With Bite," development of a meetings and conventions campaign, strategy and implementation of a media plan with monitoring and optimization of the campaigns. "Contractor or Vendor" refers to a firm or agency submitting a proposal in response to this RFP.

1. Creative Development
  - a. The Contractor shall promote VisitNorfolk in both leisure and meetings aspects by including and enhancing the branding in place to provide a sense of unity in the overall marketing campaigns.
  - b. Contractor shall propose, design and produce marketing, advertising and materials including, but not limited to:
    - i. Videos
    - ii. Infographics
    - iii. Animation
    - iv. Digital and social media marketing
    - v. Electronic communications
    - vi. Signage
  - c. Contractor shall provide written estimates for all materials prior to production.
  - d. Contractor shall provide copywriting and editing services for newsletters, publications, scripting for promotional videos and ads.

- e. All materials shall become the property of VisitNorfolk and may be used by VisitNorfolk for any purpose. The Contractor will release all claims to these materials.
2. Media & Advertising
    - a. Contractor shall design, direct and produce advertising campaigns in accordance with the approved media plan.
    - b. The Contractor shall negotiate, schedule and maintain media buys in accordance with the approved media plan. All advertisements and placements shall be billed to the Contractor on behalf of VisitNorfolk.
    - c. Contractor shall provide ongoing evaluation of media through the post-buy analysis reconciliation and monthly meetings as necessary. This evaluation shall include media buy schedules and budget recaps.
    - d. Contractor shall provide a monthly or quarterly spend plan for both traditional media and digital advertising outlets. Such outlets should include digital, social media, streaming service, print, billboards, among others.

## **SECTION II: SCHEDULE OF EVENTS AND PREPARING & SUBMITTING PROPOSALS**

### **Schedule of Events**

Every effort will be made to adhere to the following schedule, although it may be varied at VisitNorfolk's discretion.

- RFP issued: Wednesday, October 12, 2022
- Deadline for submitting proposals: 12:00 noon, Friday, November 11, 2022

### **Agreement Term and Funding**

The Agreement with the selected Contractor shall last until exhaustion of available grant funding or June 30, 2024, whichever comes first.

### **Preparing and Submitting Proposals**

The evaluation and selection of a Contractor will be based on information submitted in the Contractor's proposal. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a proposal. VisitNorfolk is not liable for any costs incurred by Vendors in replying to this RFP.

### **Submission of the Proposal**

Each Contractor must submit a proposal no later than 12:00 noon Eastern Standard Time, on Monday, November 11, 2022 to: Frank Reynolds, Chief Financial Officer, [freynolds@visitnorfolktoday.com](mailto:freynolds@visitnorfolktoday.com).

All proposals will become the property of VisitNorfolk and VisitNorfolk reserves the right to accept or reject any or all of the proposals and to waive any technicalities or irregularities therein. Furthermore, VisitNorfolk reserves the right to obtain clarification of any point in a proposal or to obtain additional information regarding a proposal. VisitNorfolk will award the

Agreement to the Contractor submitting the proposal which in VisitNorfolk’s opinion is in the best interest of and most advantageous to VisitNorfolk. All respondents agree that rejection shall create no liability on the part of VisitNorfolk because of such rejection and that the filing of any proposal in response to this request shall constitute an agreement of the respondent to these conditions. VisitNorfolk reserves the right to discuss and negotiate with selected Contractor(s) any terms and conditions in the proposals, including but not limited to, financial terms.

Information supplied in the proposal will be deemed to be truthful and correct, and VisitNorfolk is entitled to rely on the proposal. Submission of a proposal indicates acceptance by the Contractor of the conditions contained in this Request for Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between VisitNorfolk and the Contractor selected.

VisitNorfolk will not reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Proposals received after the date and time indicated will not be considered. No requests for extension of time will be granted.

**Proposal Organization and Format**

Each Contractor must submit a written proposal. Proposals may be supplemented by video, audio and samples of advertisements, promotions, etc., created by the Contractor.

**Proposal Scoring & Criteria**

Evaluation of proposals will be within discretion of VisitNorfolk and reviewed by an independent evaluation committee and scored against the stated criteria. The evaluation committee will review proposals and references. In recommending the award of this project, VisitNorfolk will evaluate and score in two selection phases.

**Evaluation and scoring**

- 1) Written proposals demonstrating concepts outlined in creative evaluation criteria, including specific response to organization capability proposal requirements;
- 2) Strategy and execution for media plan.

Right to Reject Proposals and Negotiate Agreement Terms: VisitNorfolk reserves the right to reject any and all proposals and to negotiate the terms of the agreement with the selected Contractor prior to entering into an agreement.

The RFP seeks Vendors who are true marketing, media/social media, creative development and advertising experts who are capable of working independently without close supervision. Upon receipt of the proposals, VisitNorfolk will evaluate all materials submitted by responding Vendors and rank the proposals using the following 100-point scale:

| Criterion         | Points |
|-------------------|--------|
| Executive Summary | 10     |

|                                       |     |
|---------------------------------------|-----|
| Related Experience and Qualifications | 30  |
| Approach and Capacity                 | 30  |
| Pricing                               | 30  |
| TOTAL                                 | 100 |

**Creative Evaluation Criteria**

Vendors are required to describe, in writing, their experience and capabilities in providing similar services to those required. The creative evaluation criteria will be graded by the following.

- **Executive Summary:** Information on the Vendor should include and answer the below questions.
  - How long has your agency been in the advertising business?
  - Provide a list of organizations, including points of contact (name, address, telephone number, email addresses, etc.) which can be used as references for work performed in the area of service required.
  - Summarize an overview of the services Vendor could provide VisitNorfolk with this one-time funding.
  
- **Related Experience and Qualifications:** The Vendor should thoroughly explain any experience and qualifications used with other clients especially in relation to hospitality clients. Hospitality industry clients may include but not limited to Destination Marketing Organizations (DMOs), recreational facilities, attractions, hotels and event marketing organizations. Be specific in the below questions.
  - Describe any distinctive experiences your agency has had related to campaign development in relation to hospitality clients.
  - Provide an example of a campaign that was successful based on the goals given by your client, strategies that were employed and results and evaluation of the campaign.
  - Relate the experience level and role of current staff who will work on the account.
  - Provide a concise statement of what you consider to be effective advertising and how you would measure effectiveness.
  - Describe ability to identify new audiences and data trends.
  
- **Approach and Capacity:** The ARPA funding will need to include marketing services for creative development for a continuation of VisitNorfolk’s culinary series, development for a M&C campaign and the strategy and implementation of a media plan. Vendors must be able to:
  - Develop creative measurable, results-driven advertising campaigns utilizing multiple communication channels.
  - Produce, implement and evaluate campaigns.

- Recommend effective marketing strategies which will effectively address the brand standards of VisitNorfolk’s destination brand.
  - Utilize pre-existing footage of Norfolk restaurants to develop additional culinary assets including but not limited to videos, trailers, banner sets, social posts, animations, etc.
  - Describe media management, trafficking or strategy work as to planning and executing a media plan.
- **Pricing:** Vendors should express pricing with hourly rates by job and level of expertise. (i.e Marketing profession at \$/hour vs Graphic designer at \$/hour) Pricing will be evaluated objectively.
    - Services included in pricing should include graphic design, copy writing, web design, animation, video editing and production and conventional programming (including display ad development, landing pages and email template creation, social content generation, etc.) that support pre-existing and approved campaign strategies by the collective teams.
    - All media planning and analysis, negotiation and purchasing needs to be covered in pricing. Please provide your commission structure for media placement.

### **SECTION III: ADDITIONAL INSTRUCTIONS**

#### **Americans with Disabilities Act**

As covered by the Americans with Disabilities Act, VisitNorfolk does not discriminate on the basis of disability and upon request will provide reasonable accommodation to ensure equal access to proposals, programs, services and activities. If an individual with a disability requires accommodations for oral presentations or onsite visits, please contact the RFP point of contact prior to the scheduled time.

#### **Trade Secrets/Confidentiality**

Upon receipt by VisitNorfolk, each proposal is considered a public record except for material which qualifies as “trade secret” information under, Virginia law. After opening, each proposal will be reviewed by the evaluation committee, as well as other VisitNorfolk staff. Members of the general public who submit public records requests could be eligible to review the proposals as well. To properly designate material as trade secret under these circumstances, each Contractor must take the following precautions: (a) any trade secrets submitted by a Contractor should be submitted in a separate, sealed envelope marked “Trade Secret—Confidential and Proprietary Information—Do Not Disclose Except for the Purpose of Evaluating this Proposal,” and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope. Trade secret information should not be included in the electronic version of the proposal emailed to VisitNorfolk. To the extent such material is actually a trade secret under Virginia laws, it will not be subject to disclosure. You are directed to consult your own counsel as to whether information is in fact a trade secret. In submitting a Proposal, each Contractor agrees that VisitNorfolk may reveal any trade secret materials contained in such response to all VisitNorfolk staff and VisitNorfolk officials involved

in the selection process, and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by VisitNorfolk to assist in the selection process. Furthermore, each Contractor agrees to indemnify and hold harmless VisitNorfolk and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Contractor has designated as a trade secret. Any Contractor that designates its entire Proposal as a trade secret may be disqualified. Proposals will not be disclosed until an Agreement has been issued to a Contractor and any trade secret issues have been resolved.

### **Payment Schedule**

All expenses should be billed monthly for those costs incurred to date for that billing period.

### **Ownership of Materials**

By responding to this RFP, the Vendor shall be deemed to be “work for hire” as contemplated by the United States Copyright Act and owned by VisitNorfolk. However, in the event that some court may determine the material is not a work for hire, in the Agreement between Contractor and VisitNorfolk, Contractor will irrevocably grant and assign to VisitNorfolk sole and exclusive right, license and privilege to exhibit, distribute, market, transmit, perform and otherwise deal in and exploit the material produced by Contractor all around the world. Therefore, VisitNorfolk shall be the first owner of the entire copyright and all other rights in and to the material produced under the Agreement, and shall have the absolute and exclusive perpetuity right to exhibit, exploit, duplicate, dub, distribute, market, transmit, perform, reproduce, sublicense and use in any way the material throughout the world by all existing formats, including internet and mobile platform, and any as yet undiscovered methods and formats, and Contractor will grant VisitNorfolk all consent necessary to enable VisitNorfolk to exploit the material at its convenience. As a consequence, Contractor shall not be entitled to use or transfer to third parties unconnected to this contract the materials or any part of them produced under the Agreement, without VisitNorfolk’s prior written consent, which can be withheld for any reason. At the end of the Agreement, Contractor will deliver to VisitNorfolk all papers, electronic files and other materials related to the work performed under the Agreement, and will not retain any papers, electronic files and other materials. If the Contractor wishes to use certain materials in a portfolio for future commerce, the Contractor will nominate select pieces of work to VisitNorfolk at the end of the performance period and seek permission to use the materials for that specific, limited purpose.

### **Subcontractors**

Subcontractors must meet the same eligibility requirements as contractors and must be approved by VisitNorfolk on a case-by-case basis.

### **Nonassignment**

Neither the VisitNorfolk nor the Vendor shall assign, sublet or transfer their right or obligations in the Contract without the written consent of the other. Assignment by the Vendor to any current or future parent, subsidiary, or affiliate in connection with a corporate transaction shall

require the consent of the VisitNorfolk. This non-assignment clause shall also apply to Subcontractors.

### **Drug-free Workplace**

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this Contract, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, 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.

### **Insurance**

The Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the VisitNorfolk by the Contractor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall consist of all policies, endorsements, declaration pages and certificates of insurance and shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the Contractor for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that coverage purchased for two (2) years after contract completion date. Insurance policies shall name VisitNorfolk as an additional insured. Insurance policies may also name Subcontractors as additional insured, but where the insurance policy does not name Subcontractors as additional insured, the Subcontractor must maintain a policy naming VisitNorfolk as an additional insured in their own right, meeting the same criteria and coverage limits as apply to the Contractor, set forth in this paragraph.

### **General Liability**

Insurance coverage shall meet, at least, this standard: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

### **Minimum Limits**

- \$2,000,000 General Aggregate Limit
- \$2,000,000 Products & Completed Operations



- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence Limit
- \$50,000 Fire Damage Limit
- \$5,000 Medical Expense Limit

### **Automobile Liability**

Coverage sufficient to cover all vehicles owned, used, or hired by the Contractor, his agents, representatives, employees or subcontractors.

### **Minimum Limits**

\$1,000,000 Combined Single Limit  
 \$5,000 Medical Expense Limit

### **Workers' Compensation**

Limits as required by the Workers' Compensation Act of Virginia.

Employer's Liability: \$100,000/\$500,000/\$100,000

### **Umbrella/Excess Liability**

- \$2,000,000 umbrella/excess liability coverage
- The Contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the VisitNorfolk. Contractor, VisitNorfolk and VisitNorfolk's officers, directors, employees, contractors, agents and other representatives from any and all losses, damages, costs, fines, suits, liabilities, claims, demands, action and judgments of every kind and character, whether in law or equity. These obligations shall survive after termination of this Contract in perpetuity.

### **Indemnification**

Contractor shall hold harmless, defend and indemnify the VisitNorfolk, and the VisitNorfolk's employees, agents, and volunteers, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the Contractor, its employees, agents, and volunteers, or incurred by or claimed against the VisitNorfolk, the VisitNorfolk's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the Contractor. This indemnification includes, but is not limited to, any financial or other loss, including, but not limited to, any adverse regulatory, VisitNorfolk or administrative sanction or civil penalties, incurred by the VisitNorfolk due to the negligent, fraudulent or criminal acts of the Contractor or any of the Contractor's officers, shareholders, employees, agents, Contractors, sub-Contractors, or any other person or entity acting on behalf of the Contractor. Unless otherwise provided by law, the Contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance

policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

**Responsibility of Contractor**

The Contractor shall, without additional costs or fees to the VisitNorfolk, correct or revise any errors or deficiencies in Contractor’s performance. Neither the city’s review, approval or acceptance of, nor payment for any of the services required under this Contractor shall be deemed a waiver of rights by the VisitNorfolk, and the Contractor shall remain liable to VisitNorfolk for all costs which are incurred by the VisitNorfolk as a result of the Contractor’s negligent performance of any of the services furnished under this Contract.

**Compliance With Federal Immigration Law**

Contractor does not, and shall not during the performance of the Contract for goods and services in the Commonwealth knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

**Severability**

If any part, term, or provision of this Contract, shall be found by the Court to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract document shall not affect the validity of any other provision or portion of the Contract document.

**Controlling Law and Venue**

This Contract is made, entered into, and shall be performed in the City of Norfolk, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this Contract, the parties agree to the exclusive jurisdiction and venue of the appropriate state court for the City of Norfolk, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

The Contractor shall not cause a delay in services because of pending litigation or during litigation proceedings, except with the express, written consent of VisitNorfolk or by written instruction/order from the Court

**News Releases**

News releases and media contacts pertaining to the agreement shall not be made without the prior approval of VisitNorfolk. VisitNorfolk shall entertain such requests sympathetically.

**Equal Opportunity Business Development:**

VisitNorfolk encourages small businesses and businesses owned by women and minorities and disabled veterans to compete and encourages all firms to provide for the participation of small businesses and businesses owned by women and minorities through subcontracting,

partnerships, joint vendors and other contractual opportunities. As part of VisitNorfolk's purchasing policy small, women and minority-owned firms will be sought and requests for proposals, bids and quotes will be sent to their companies directly.

**Contracting with Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms:**

As a recipient of federal funds, the selected Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, in accordance with 2 CFR Part 200.321.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Debarment**

Contractor shall certify that neither Contractor nor its principals or subcontractors are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible. Contractor declarations will be verified using the Excluded Parties List System (EPLS) on the System for Award Management (SAM.gov).

**Authorization to Transact Business in the Commonwealth:**

Contractor hereby represents that it and its subcontractors are organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so, required by Title 13.1 or Title 50 or as otherwise required by law. Vendors will declare all D/B/A aliases. All Contractor declarations will be verified using the State Corporation Commission's Entity Search.

**Availability of Funds:**

This contract is financed by a federal grant and is based on availability of funding. If funding is diminished or withdrawn, the contract will be terminated or rescoped accordingly.

### **Termination**

A. Termination for Cause:

1. Either party may terminate this agreement and the obligations provided hereunder for cause. The party that desires to terminate this agreement for cause shall first give the other party fifteen (15) days prior written notice of the reason for proposed termination. This notice shall be sent to the Notice Address specified in this Contract. Notice may be sent by hand delivery, first class mail or facsimile transmission.
2. The notice shall be set forth a description of the default/reason for termination, the demand for a specific cure, and a reasonable time allowance within which the cure must be achieved. Such reasonable time will be presumed to be not less than five, no more than fifteen (15) business days from the date of receipt of the notice.
3. For egregious breaches by either party (i.e. violations of law, conduct of moral turpitude or dishonesty, etc.) justifying termination for cause, no opportunity to cure is compulsory.

B. Funding:

1. VisitNorfolk may terminate the agreement in the event that the grant from the United States of America is terminated or funding is restricted or curtailed in any manner beyond the control of the City. In that event, City will be obligated to compensate Subrecipient for services performed before the notice of termination.

### **Lobbying Restrictions**

Vendor certifies that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Vendor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative contract;
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Vendor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, loan, or cooperative contract, it will complete and submit

Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions: and it will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subcontracts, and contracts under contracts, loans, and cooperative contracts) and that all Operating Agencies shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. See section 1352, title 31, U.S. Code.

### **Environmental Compliance**

Vendor will comply with the following regulations insofar as they apply to the use of funds under this Agreement:

- Clean Air Act, 42 U.S.C., 1857, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq., as amended § 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said §114 and § 308, and all regulations and guidelines issued thereunder

### **Equal Employment Opportunity**

The following provisions A and B are applicable to all contracts and subcontracts; provisions C through F are applicable to all non-exempt construction contracts and subcontracts that exceed \$10,000:

A. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, only as applicable to Federal Law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall apply to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. In all solicitations or advertisements for employees placed by or on behalf of Contractor, it will be stated that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or as applicable to Federal Law.

C. Contractor will send to each labor union or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. Contractor will comply with all provisions of Executive Order 11246 as amended by Executive Order 13279, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the City, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. Contractor will furnish all information and reports required by Executive Order 11246 as amended by Executive Order 13279, of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. Contractor shall include the provisions of paragraph A through F in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or Contractor. Contractor will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by HUD, Contractor may request the United States to enter into such litigation to protect the interests of the United States.