

**Governing Body Consent Agenda
August 17, 2010**

Subject: Marketing and graphic design services

Issue: The Department of Parks and Recreation is requesting authorization to advertise a solicitation to procure marketing and graphic design services for the Department of Parks and Recreation.

Background:

- The current contract for marketing and graphic design services terminates in September.
- The original term was a nine (9) month period.
- The marketing and graphic design service does not include the web-site support for the department web-page (that is a separate contract).
- The current marketing group, The Leigh Agency, has developed branding collateral and marketing support over the term of the contract.
- Funding is provided for in the FY 2011 budget to support these services, printing/binging, and advertising for the department.

Discussion:

- As the current contract terminates in September, a solicitation at this time will enable the department to effectively maintain marketing and graphic design services with little interruption.
- The request is to authorize advertisement for the solicitation.

Recommendation:

- Authorize the Department to advertise the public solicitation for Marketing and Graphic Design Services.
- Pros: Allows the continuation of a successful operation and continues to provide uninterrupted service to the citizens.
- Cons: None at this time.
- Cost: TBD

Alternatives:

- Do not authorize advertisement at this time.

Coordination:

- Parks and Recreation Department

Attachments:

- A: Bid packet

City Business License:	YES	NO	Not Applicable
Prepared by:	<u>Catherine Morretta</u>		Date <u>8/11/10</u>
Reviewed by:	_____		Date _____
Approved by City Attorney:	_____		Date _____
Approved by City Manager:	_____		Date _____

Governing Body Agenda Item

Name/Department: Parks and Recreation

Meeting Month: August 2010

Meeting Week:

(Week 1) Business Meeting/Consent

(Week 3) Regular Meeting/Consent X

Time Sensitive? Yes X No

Topic: Marketing and Graphic Design Services Agreement

Brief Summary of Topic: The Department of Parks and Recreation is requesting authorization to advertise a solicitation to procure professional services to provide marketing and graphic design services. The current contract with the Leigh Agency expires in September. Funds have been appropriated for FY2011 to cover the associate fees to support the marketing plan.

Thank you for your consideration.

THE CITY OF MANASSAS PARK



City of Manassas Park
Department of Parks and Recreation

**Request For Proposals
Marketing and Graphic Design Services
Manassas Park Department of Parks and Recreation**

Project No. MPCC 01
Due Date: September 1 , 2010 – 10:30 a.m.
Manassas Park Community Center

NOTICE TO OFFERORS

Request For Proposals

Swimming Pool Management Agreement

PROPOSALS DUE: 10:30 a.m.,September 1, 2010 at the City of Manassas Park
Community Center, 99 Adams Street, Manassas Park, Va 20111

PROJECT NAME: Marketing and Graphic Design Services Agreement
Manassas Park Department of Parks and Recreation

REQUEST FOR STATEMENTS
OF QUALIFICATIONS Copies of this Request For Proposals may be obtained at
City Hall, 1 Park Center Court, Manassas Park, Virginia 20111
or the Department of Parks and Recreation at
99 Adams Street, Manassas Park, Virginia 20111

Call 703-335-8871 for an electronic copy.

SELECTION SCHEDULE: RFP Available: August 18, 2010
Proposals Due: September 1, 2010
A selection committee will review all bids, references, and
facilities before making a selection for recommendation to the
Governing Body for consideration of contract approval on
Septmeber 7, 2010.

PROJECT LOCATION: 99 Adams Street, Manassas Park, Virginia 20111

PROJECT DESCRIPTION: The intent and purpose of this RFP is to establish a contract through competitive sealed proposals for marketing and graphic design services for the Manassas Park Department of Parks and Recreation. The successful Offeror will enter into an agreement with the City for marketing and graphic design services and shall be able to provide such services adhering to state, and local requirements, codes and applicable standards.

OWNER: The City of Manassas Park
1 Park Center Court
Manassas Park, Virginia 20111

CONTACT: Catherine Morretta, Parks and Recreation Director 703.335.8871

The City of Manassas Park reserves the right to accept or reject any or all proposals.

Advertisement

The City of Manassas Park, One Park Center Court, Manassas Park Virginia 20111 is requesting bids from qualified Offerors to establish a contract through sealed bids for marketing and graphic design services for Manassas Park Department of Parks and Recreation.

Sealed bids will be received by the City of Manassas Park, One Park Center Court, Manassas Park Virginia until 10:30 a.m., September 1, 2010, at which time they will be publicly opened and read aloud for the marketing and Graphic Design Services.

The right is reserved to reject any or all bids, and to re-advertise and award the contract in the regular manner or to waive any informality, irregularity, mistake, error or omission in any bid received and to accept any bid deemed to be most favorable to the interests of the City of Manassas Park, Virginia.

Copies of the Marketing and Graphic Design Services RFB may be obtained at the City Clerk's Office, One Park Center Court, or the Department of Parks and Recreation, 99 Adams Street, Manassas Park, Virginia.

All questions pertaining to this project must be in writing (legible, handwritten faxes are acceptable) and directed to Catherine Morretta, Director of Parks and Recreation, fax (703) 335 – 9045, email c.morretta@manassasparkva.gov.

Bids will be taken under advisement and the award of a Contract, if awarded, will be made within thirty (30 days) after acceptance by the City.

Introduction

The City of Manassas Park (the "City") is soliciting sealed proposals from qualified Offerors (individually, an "Offeror"; collectively, "Offerors") to establish a contract through competitive sealed proposals for marketing and graphic design services for the Department of Parks and Recreation located in the Manassas Park Community Center through the issuance of this request for proposal (this "RFP"). This RFP and resulting contract (the "Contract") shall be established using procedures applicable to procurement of professional services under the Code of Virginia. All interested parties may submit proposals to provide aquatic management services to the City.

I. Miscellaneous and Related Information

The City reserves the right to obtain any services provided pursuant to this RFP by soliciting additional request for proposals if determined to be in the City's best interest to do so.

Any project representative or on-site representative designated by the City pursuant to this RFP (a "Project Representative" and "On-Site Representative", respectively) shall have no authority to bind the City, unless such authority is expressly provided by the City in writing. The City's designation of a Project Representative or On-Site Representative shall not be deemed to relieve the successful Offeror of any responsibilities under the Contract.

The successful Offeror's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

II. Scope of Services

At the direction of the Parks and Recreation Director (the "Director"), the successful Offeror shall provide services that meet or exceed the requirements contained in Exhibit "B", herein (the "Scope of Services").

III. Content of Proposal

Each proposal shall be as thorough as possible so that the City may properly evaluate each Offeror's capabilities to provide the required goods/services. Proposals received pursuant to this RFP will be evaluated using the following criteria:

- A written narrative statement to include experience in providing the goods/services described herein; names, qualifications and experience of personnel to be assigned to the project; and resumes of staff to be assigned to the project.
- A detailed cost statement.
- Copies of current licenses.

- Insurance: The successful Offeror must provide a statement indicating that are it is able to procure and maintain, without interruption and on an occurrence basis, public liability insurance in the amount of \$1,000,000.00 (One Million Dollars) to cover property damages and/or accidents and personal injuries that may be sustained by any patron or use of facilities. The insurance coverage shall name the City, its elected officials, officers, agents and employees as additional insured and shall be primary as to any overlapping coverage carried by the city.
- Three (3) letters of reference.
- A performance bond covering faithful and satisfactory performance of the work contracted in an amount not less than one hundred (100%) of the Contract Amount. All goods shall be issued by companies authorized to transact business in the Commonwealth of Virginia.
- The strength of the firm's designated project manager and his/her knowledge and understanding of the City.
- The firm's demonstrated ability to stay on time and within budget.
- Complete Proposal Statement, attached hereto as Attachment 'A'.
- Complete Contractor Data Sheet, attached hereto as Attachment 'B'.
- Complete List of Similar Work, attached hereto as Attachment 'C'.

IV. Selection Process

- Proposals will be received by the City prior to 10:30 a.m. on September 1, 2010 at the Community Center, 99 Adams Street, Manassas Park, Virginia 20111.
- A selection committee comprised of the Parks and Recreation Director, the Deputy Director of Parks and Recreation, and the Operations Manager will review and evaluate the written proposals. At the discretion of the selection committee, the committee may choose to short list and interview those firms that it deems to be the top prospects. The committee may request additional information from the firms to be interviewed.
- The City will evaluate the proposals using the following criteria:
 - Favorable references from current commercial and/or government accounts (15)
 - Total Amount (45)
 - Experience in marketing and graphic design (35)
 - Bond, licenses and insurance (5)

- Make staff recommendations.
- Present staff report to the Governing Body.
- Governing Body will make selection of firm and enter into negotiations with selected firm upon the City Attorney's approval of contractual documentation.
- The finalization of the Contract will be concluded upon completion of review by the City Attorney and documentation is signed by the Mayor of the City of Manassas Park.

The City of Manassas Park reserves the right to:

- Disqualify incomplete proposals.
- Waive minor defects in the proposals submitted.
- Request additional information from respondents.
- Change the nature or scope of projects without penalty.
- Negotiate terms with one or more of the short-listed firms.
- Reject any or all proposals without penalty.
- Select a firm directly from the proposals without follow-up interviews.
- Take any steps deemed necessary to act in the City's best interest.

V. Services Agreement

Following approval by the Governing Body, the City will provide to the selected firm an approved notice of award (the "Notice of Award") and three copies of the Contract. The Contract must be executed and returned with proof of insurance within ten (10) calendar days of the date indicated on the Notice of Award.

VI. Information to be submitted

To be considered, three (3) copies of each proposal must be received at the City of Manassas Park Community Center, 99 Adams Street, Manassas Park, Virginia 20111 no later than September 1, 2010 at 10:30 a.m. Questions may be addressed to Catherine Morretta by telephone at 703.335.8871 or by email at c.morretta@manassasparkva.gov

VII. Interpretations and Addenda

All questions about the meaning or intent of the Contract Documents are to be directed to the Parks and Recreation Director. Interpretations or clarification considered necessary by Owner's Representation in response to such questions will be issued by Addenda and mailed or otherwise delivered to all parties recorded by Owner's Representative as having received the Proposal Documents. Questions received less than 48 hours prior to the opening of Proposals will not be answered. Only questions answered by formal written Addenda will be binding. No oral and other interpretations or clarification will be considered official or binding.

VIII. Examination of Contract Documents and The Site

It is the responsibility of each Offeror, before submitting a proposal, to:

- Examine the Contract Documents thoroughly;
- Visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing the Work;
- Consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work contemplated by this RFP ("the Work");
- Study and carefully correlate Offeror's observations with the Contract Documents;
- Notify the City of all conflicts, errors or discrepancies in the Contract Documents;
- and

Upon request in advance, the City will provide each Offeror access to the site, as each Offeror deems necessary for submission of a Proposal.

IX. Substitute or "or Equal" items:

The materials and equipment described in the Contract Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless a written request for approval has been submitted by the Offeror and has been received by the City at least seventy two (72) hours prior to the date for receipt of Proposals or until after the Contract for the Work has been signed. Each such request shall include the name of the material or equipment which is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that the incorporation of substitutes would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Offeror. The City's decision of approval or disapproval of a proposed substitution shall be final. If the City approves any proposed substitution before the date for receipt of proposals, such approval will be set forth in an addendum issued to all prospective Offerors. Offerors shall not rely upon approvals made in any other manner.

XI. Performance Bonds:

Each Offeror is required to furnish a performance bond covering faithful and satisfactory performance of the work contracted in an amount not less than one hundred percent (100%) of

the total amount for completion of the Work as stated in the Contractor's Proposal document. Companies authorized to transact business in the Commonwealth of Virginia shall issue all bonds.

ATTACHMENT 'A'
CONTRACTOR'S PROPOSAL

Marketing and Graphic Design Services	\$

**ATTACHMENT 'B'
CONTRACTOR DATA SHEET**

**CONTRACTOR'S EXPERIENCE
AND
DATA INFORMATION**

Name of Company:

Company Years in Business:

List of Municipal Projects
(Similar Projects in Size and Scope Completed in Last Five Years)

List of Municipal Projects				

Contract Manager and Pool Manager Information

Include account executive/contract manager proposed for the project, years of experience as an account executive/contract manager, and projects.

Contract Manager and Pool Manager Information		

ATTACHMENT 'C'
LIST OF SIMILAR WORK

References: Name 5 Projects of similar work, giving owner's name, representative's name, project engineers name, and telephone numbers for each

1. _____

2. _____

3. _____

4. _____

5. _____

EXHIBIT A

MARKETING AND GRAPHIC DESIGN SERVICES AGREEMENT

THIS MARKETING AND GRAPHIC DESIGN SERVICES AGREEMENT (this "Agreement") is made and entered into this []day of [], 2010, by and between THE CITY OF MANASSAS PARK, a Virginia municipal corporation (the "City"), and [] (the "Contractor").

WITNESSETH:

WHEREAS, the City requires the provision of marketing and graphic design services and related supportive capabilities to support the promotion of the new Community Center; and

WHEREAS, the City lacks sufficient resources to provide such services; and

WHEREAS, in accordance with Section 2-175 of the Code of the City of Manassas Park, Virginia, the City has solicited three businesses to submit quotations to provide marketing and graphic design services (the "Solicitation"); and

WHEREAS, in response to the Solicitation, the Contractor submitted a Scope of Services and Schedule of Costs to provide for marketing and graphic design services (the "Proposal"), which Proposal is attached to this Agreement as Exhibit A and incorporated herein by this reference; and

WHEREAS, following consideration of all quotes received by the City in response to the Solicitation, the City has determined that the Contractor's Proposal was most responsive and that the Contractor is responsible, qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and tasks set forth in this Agreement, and therefore desires to contract with the Contractor in accordance with the terms and conditions of this Agreement, the Virginia Public Procurement Act, and Section 2-175 of the Code of the City of Manassas Park, Virginia.

NOW, THEREFORE, in consideration of the foregoing recitals, each of which is hereby incorporated herein by this reference, and the terms, conditions, covenants, and obligations contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Contractor shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are set forth in the Proposal (the "Scope of Services"). The work performed will be bound by the specifications according to this Agreement and the following documents, which documents are incorporated herein by reference:

- A. The Proposal (Exhibit A)
- B. Insurance Certificates

2. TERM.

The term of this Agreement (the "Term") shall commence on the date of execution of this Agreement (the "Effective Date"). The Term shall be for a period of one (1) year with the option to renew for up to four (4) additional years. This Agreement shall be deemed to have been terminated as of the date of the expiration of the Term and shall thereafter have no further force and/or effect, except for those provisions that by definition necessarily survive the termination of this Agreement (e.g., liability).

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services included in the Scope of Services shall be made monthly following the performance of such services in accordance with the fee schedule included in the Proposal.

B. No payment shall be made for any service rendered by the Contractor except for services identified and set forth in this Agreement.

C. For all work outside the Scope of Services, the Contractor shall submit a task proposal based on direction by the City. The City shall pay the Contractor for such work in accordance with the fee proposal included in the Proposal. To the extent that this Agreement conflicts in any way with the Proposal, this Agreement shall control.

D. The Contractor shall submit to the City Manager or his designee, on a form approved by the City Manager, an invoice for services rendered during the prior month. The City shall make payment to the Contractor within thirty (30) days from receipt thereof. Requests for more rapid payment will be considered if a discount is offered for early payment.

E. The Contractor reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. MAINTENANCE OF RECORDS; REPORTS AND INSPECTIONS.

A. The Contractor, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.

B. The Contractor shall retain all books, records, documents, data and other material relevant to all matters covered, directly or indirectly, by this Agreement for a period of six (6) years after the expiration of this Agreement. The Contractor shall at all reasonable times during said 6-year period, and as often as the City may deem necessary in its sole discretion, make available for examination and permit the City or its designated authorized representative to audit and inspect all such books, records, documents, data and other material.

C. The City Manager or his designee shall have full access and right to examine any of said books, records, documents and other materials at all reasonable times during said 6-year period.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent Contractor/City relationship will be created by this Agreement. No employee, agent, or representative of the Contractor shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees, agents, and representatives of the Contractor are not entitled to any of the benefits the City provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its employees, agents, representatives, and subcontractors during the performance of work contemplated by this Agreement.

B. In the performance of the work contemplated herein, the Contractor shall be an independent contractor with the authority to control and direct the performance of the details of the work; provided, however, that the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. CONTRACTOR'S EMPLOYEE/AGENTS/REPRESENTATIVES.

The City may at its sole discretion require the Contractor to remove any employee(s), agent(s), or representative(s) from employment on City projects. The Contractor may, however, employ such individuals(s) on other projects not related to City projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. The Contractor shall indemnify and hold the City and its agents, employees, and officers harmless from, and shall process and defend at its own expense, any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City and/or its agents, employees, and/or officers arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

A. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall provide a certificate of insurance from its insurance company (a "Certificate of Insurance") evidencing:

1) **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability insurance written on an occurrence basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage.

2) **WORKERS COMPENSATION.** Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.

B. The City shall be named as an additional insured on all insurance policies with respect to work performed by or on behalf of the Contractor and a copy of the endorsement naming the City as an additional insured shall be attached to each Certificate of Insurance. Each Certificate of Insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation of the relevant insurance policy. The City reserves the right to request certified copies of any required insurance policies.

C. The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Contractor pursuant to this Agreement.

10. COMPLIANCE WITH LAWS.

A. The Contractor, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The Contractor specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

C. The Contractor acknowledges that, pursuant to Section 58.1-3133 of the Code of Virginia, the City's treasurer has the authority to withhold payment of any warrant drawn on this

Agreement to pay any and all taxes and other charges due to the City from the Contractor. Furthermore, if such warrant is insufficient to pay the entire amount due, then the treasurer shall credit the bill for such taxes or other charges by the amount of the warrant.

11. NONDISCRIMINATION.

A. During the performance of this Agreement:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3) 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.

B. The Contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

12. DRUG-FREE WORKPLACE.

A. During the performance of this Agreement:

1. The Contractor will provide a drug-free workplace for the Contractor's employees.

2. The Contractor will 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.

3. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

B. The Contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

13. ASSIGNMENTS/SUBCONTRACTING.

A. The Contractor shall not assign or delegate its rights or obligations under this Agreement or any portion of this Agreement without the written consent of the City Manager or his designee. Any such consent must be sought in writing by the Contractor not less than thirty (30) days prior to the date of any proposed assignment or delegation. The City Manager or his designee reserves the right to reject without cause any such assignment or delegation.

B. Any rights, work or services assigned or delegated hereunder shall be subject to each provision of this Agreement and procurement procedures where applicable as set forth in local, state and/or federal statutes, ordinances, regulations and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement must have express advance written approval by the City.

14. CHANGES.

Either party may request changes to the Scope of Services and performance to be provided hereunder; provided, however, that no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Any such change or addition shall be attached to and made part of this Agreement as an amendment.

15. PROHIBITED INTEREST.

No officer or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

16. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

A. All work proposed by the Contractor is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to the scope or cost of the services proposed by this Agreement resulting from a change to current government ordinances and/or fees may, at the sole option of the City, be treated as work outside the Scope of Services pursuant to Subsection 3C above or deleted from the Scope of Services.

C. The City shall make provision for access to the property and/or project and adjacent properties as necessary for performing the services contemplated herein.

17. TERMINATION.

A. Except as otherwise provided in this Agreement, either party may terminate this Agreement at any time by providing at least sixty (60) days advance written notice of such termination to the other party. The Contractor shall be paid its costs, including contract close-out costs, on work performed up to the time of termination. The Contractor shall promptly submit a termination claim to the City following the City's termination of this Agreement pursuant to this subsection. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in a manner directed by the City.

B. If the Contractor fails to perform in the manner called for in this Agreement, or if the Contractor fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) business days following written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

18. NOTICE.

Except for notice provided to the parties in accordance with the procedures established for requesting work set forth in the Scope of Services, notice provided for in this Agreement shall be hand delivered or sent by overnight mail or certified U.S. mail to the City at One Park Center Court, Manassas Park, Virginia 20111, and to the Contractor at the address designated for the Contractor on the Contractor's signature page. Such notice shall be deemed received (i) upon actual receipt, (ii) on the same day if hand-delivered, (iii) the following day if sent using overnight mail, or (iv) three days later if sent using certified U.S. mail.

19. ATTORNEYS' FEES AND COSTS.

If any legal action or proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorneys' fees and other costs incurred in such action or proceeding.

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the Commonwealth of Virginia and shall be governed by laws of the Commonwealth of Virginia, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Prince William County, Virginia or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

21. SEVERABILITY.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be illegal, void or unenforceable.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the Commonwealth of Virginia, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and this Agreement shall be deemed as having been modified to conform to such statutory provisions.

22. ENTIRE AGREEMENT.

This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. Both parties acknowledge that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

{Signature Page Follows}

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

THE CITY OF MANASSAS PARK,
a Virginia municipal corporation

By: _____
Francis C. Jones, Jr., Mayor

COMMONWEALTH OF VIRGINIA
CITY OF MANASSAS PARK, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Francis C. Jones, Jr., Mayor of the City of Manassas Park, Virginia.

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM:

Dean H. Crowhurst, City Attorney

CONTRACTOR

Address: _____

Tax ID#: _____

By: _____

Name: _____

Title: _____

STATE/Commonwealth of _____

CITY/COUNTY OF _____, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____ as _____ of [_____], a _____, on behalf of the corporation.

Notary Public

My Commission Expires: _____

EXHIBIT B
Scope of Services

Part I – General

1.01 CONDITIONS OF THE CONTRACT AND DIVISION 1 – GENERAL REQUIREMENTS

Are hereby made a part of this section.

1.02 SCOPE

Provide marketing and graphic design services for the Department of Parks and Recreation.

- A. All services provided shall be performed in accordance with the Agreement.
- B. The individual or firm providing marketing and graphic design services shall be duly licensed to perform such tasks.

1.03 PERSONNEL

All employees employed by the Contractor for work under this Agreement shall be employed solely by the Contractor, and the Contractor will be responsible for paying these employees and shall pay all Social Security, Workman's Compensation and other taxes incidental to the work of such employees. The Contractor shall provide proper staffing to provide prudent delivery of marketing and graphic design services.

The Contractor will replace any of its individual staff members managing the account deemed undesirable or incompetent within 24 hours of receipt of written request by the City or designated representative.

PART 2-EXECUTION

3.01 BASIC SERVICES

The Contractor will sustain current image/branding. The Contractor shall utilize current image/branding to provide graphic design services to appropriately and efficiently support the marketing plan of the Department of Parks and Recreation. The account management shall include enhancing and/or developing a strategic marketing plan and associated processes to effectively market the diverse services and amenities provided by the Department of Parks and Recreation.

THE CITY OF MANASSAS PARK
Professional Services Agreement

- a. Creative deliverables include: business cards, flyers, postcards, e-mailers, brochures, signage, banners, the bi-annual publication (not to exceed 40 pages), and any other print media that may be required to enhance or support current or future opportunities. All printing costs shall be the city's responsibility and in addition to the contract fees unless otherwise provided by the contractor. The city shall retain the rights to all print media and collateral items.
- b. Account management services include: day-to-day management of the marketing plan, meetings, conference calls, general consultation time, direct client service and media research, ad placement and fee negotiations, strategic marketing plan review/enhancement, and interfacing with the Department as needed.
- c. Special event support includes: the provision of a photographer, upon request, to document the event and secure release waivers. All costs for these services shall be the city's responsibility and in addition to the contract fees unless otherwise provided by the contractor.