

**CITY OF NEWPORT, OREGON  
ADVERTISING AND MARKETING SERVICES CONTRACT**

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation (hereinafter "City"), and the Newport News-Times, dba News Media Digital (hereinafter "Vendor"). This agreement shall be effective on July 1, 2019.

**RECITALS**

- A. Vendor has the training, ability, knowledge, expertise and experience to provide services, described in attached Exhibit "A," desired by the City.
- B. City has selected Vendor to provide services pursuant to and consistent with its public contracting rules and exemptions thereto.
- C. City has exempted Advertising Contracts from competitive processes under Public Contracting Rules (2012) E-2. This exemption does not restrict sources of funding; does not preclude any vendor from future contracts; does not diminish competition or encourage favoritism; and is likely to result in substantial cost savings to the City.

**TERMS OF AGREEMENT**

**1. SERVICES TO BE PROVIDED**

Vendor shall begin services as described in attached Exhibit "A", on July 1, 2019, or as required. No payment shall be made for any services other than those described in the attached Exhibit "A", without the written agreement by the City.

Vendor shall provide the services described in Exhibit A to this contract. Vendor's services may require contact with the public in the course of performing this contract and shall maintain good relations and positive contacts with the public. Failure to maintain good relations and positive contacts with the public to the satisfaction of City shall constitute a breach of the contract. The City may treat the failure to maintain good relations and positive contacts as a non-curable breach allowing the City to terminate this contract.

**2. TERM**

This contract shall expire, unless otherwise terminated or extended, according to the terms described in attached Exhibit "B."

### **3. COMPENSATION**

Contractor shall be compensated as described in attached Exhibit "A to this contract, and in no event shall compensation to Vendor exceed \$125,000.00.

### **4. ASSIGNMENT**

Neither party shall assign or transfer any interest, obligation or duty under this contract without the written consent of the other.

### **5. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR**

Vendor certifies that:

- A. Vendor is an independent contractor as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Vendor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Vendor under the terms of this contract, to the full extent of any benefits or other remuneration Vendor receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make (to Vendor or to a third party) as a result of the finding.
- B. Vendor represents and warrants that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive anything of value or remuneration of any description from Vendor, directly or indirectly, in connection with this agreement, except as specifically declared in writing to the City. Vendor agrees that should any City employee, or any partnership or corporation in which a City employee has an interest, attempts to secure, directly or indirectly, anything of value as a result of this contract, Vendor will immediately report same to the City.
- C. Vendor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

### **6. INDEMNIFICATION**

City has relied upon the professional ability and training of Vendor as a material inducement to enter into this contract. Vendor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws.

Acceptance of Vendor's work by City shall not operate as a waiver or release. Vendor agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the negligence of the City and its employees. Vendor's indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

**7. INSURANCE**

Vendor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. The insurance shall cover all activities of the contractor arising directly or indirectly out of Vendor's work performed hereunder, including the operations of its subcontractors.

The policy or policies of insurance maintained by the Vendor and its subcontractor shall provide at least the following limits and coverages:

**A. Commercial General Liability Insurance**

Vendor shall obtain, at Vendor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

Coverage	Limit
General Aggregate	2,000,000
Products-Completed Operations Aggregate	2,000,000
Personal & Advertising Injury	2,000,000
Each Occurrence	2,000,000
Fire Damage (Any one fire)	50,000
Medical Expense (Any one person)	5,000

**B. Commercial Automobile Insurance**

Vendor shall also obtain, at Vendor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned,

hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

#### C. Workers' Compensation Insurance

The Vendor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Vendors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

#### D. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City as an additional insured with respect to this contract.

#### E. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days notice of cancellation to the City.

#### F. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Vendor shall furnish a Certificate of Insurance to the City. No contract shall be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

#### G. Primary Coverage Clarification

The parties agree that Vendor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

#### H. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution, and errors and omissions policies required by this contract.

The procuring of required insurance shall not be construed to limit Vendor's liability under this agreement. Notwithstanding said insurance, Vendor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

### 8. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

City:

Spencer R. Nebel  
City Manager  
City of Newport  
169 SW Coast Highway  
Newport, Oregon 97365  
Business Phone: 541.574.0603

Vendor:

Newport News-Times  
831 NE Avery Street  
Newport, Oregon 97365

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

## **9. MERGER**

This writing is intended both as a final expression of this contract between the parties with respect to the included terms and as a complete and exclusive statement of the terms of this contract. No modification of this Contract shall be effective, except as specifically stated in attached Exhibit "A" unless and until it is made in writing and signed by both parties.

## **10. TERMINATION WITHOUT CAUSE**

At any time and without cause, City shall have the right in its sole discretion, to terminate this contract by giving notice to Vendor. If City terminates the contract pursuant to this paragraph, it shall pay Vendor for services rendered to the date of termination. Notice of termination shall be provided to Vendor 30 days prior to the date of termination

## **11. TERMINATION WITH CAUSE**

- A. City may terminate this contract effective upon delivery of written notice to Vendor, or at such later date as may be established by City, under any of the following conditions:
1. If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This contract may be modified to accommodate a reduction in funds.
  2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract.
  3. If any license or certificate required by law or regulation to be held by Vendor, its subcontractors, agents, and employees to provide the services required by this contract is for any reason denied, revoked, or not renewed.
  4. If Vendor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Vendor, if a receiver or trustee is appointed for Vendor, or if there is an assignment for the benefit of creditors of Contractor.
  5. If City determines, at its sole discretion, that termination of this contract is in the best interests of the City.

Any such termination of this contract under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- B. City, by written notice of default (including breach of contract) to Vendor, may terminate the whole or any part of this contract:

1. If Vendor fails to provide services called for by this Agreement within the time specified herein or any extension thereof, or
2. If Vendor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Vendor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this contract under this provision (11B), Vendor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this contract as the services satisfactorily rendered by Vendor bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Vendor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees incurred, and other and additional attorney fees and costs of litigation at trial and upon appeal.

## **12 ACCESS TO RECORDS**

City shall have access to books, documents, papers, and records of Vendor as are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcripts.

## **13.FORCE MAJEURE**

Neither City nor Vendor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of nature or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within 10 days from the beginning of the delay, notify the other party in writing of the cause of delay and its probable extent. The notification shall not be the basis for a claim for additional compensation, if any. Each party shall, however, make all reasonable efforts to remove or eliminate the cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under this contract.

#### **14. NON-WAIVER**

The failure of City to insist upon or enforce strict performance by Vendor of any of the terms of this contract or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

#### **15. NON-DISCRIMINATION**

Vendor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Vendor also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

#### **16. ERRORS**

Vendor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delay and without additional cost.

#### **17. EXTRA WORK**

Only the City Manager may authorize additional work not described in Exhibit A. Failure of Vendor to secure written authorization for work not described in Exhibit A shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Vendor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

#### **18 ATTORNEYS FEES**

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

#### **19. GOVERNING LAW**

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the Circuit Court of the State of Oregon for Lincoln County.

#### **20. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES**

Vendor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, worker's compensation insurance, health care payments, payments to

employees and subcontractors and income tax withholding contained in ORS Chapter 279B, the provisions of which are hereby made a part of this agreement.

**CITY OF NEWPORT**



\_\_\_\_\_  
Spencer R. Nebel, City Manager

**NEWPORT NEWS-TIMES**



\_\_\_\_\_  
Name

*Publisher*

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven E. Rich, City Attorney

**EXHIBIT A**  
**SERVICES TO BE PROVIDED**

**See attached "Tourism Promotion Services" Proposal from the Newport News-Times - Tier 3.**

**TOURISM PROMOTION SERVICES**

**CITY OF NEWPORT, OREGON**

**NEWS-TIMES - 831 NE AVERY NEWPORT, OREGON  
JEREMY BURKE, PUBLISHER - [JBURKE@NEWPORTNEWSTIMES.COM](mailto:JBURKE@NEWPORTNEWSTIMES.COM)  
541-265-8571**

For the last decade the News-Times has been dedicated to assisting the City of Newport, Oregon in lowering the operating costs to market Newport. We have been honored to be a diligent partner and contributor to the continued success of this program and the city as a whole.

This year we are excited to continue our relationship with the City of Newport, Oregon. With the addition of Jeremy Burke as Publisher of the News-Times brings a different set of skills such as; award-winning photography, graphic design, over 20 years of successful marketing experience, and event management to name a few. We also have access to News Media Digital, which has an added 125 years of experience in marketing for many top companies in the U.S.

Within this proposal you will see three tiers of pricing. We decided on this model so that the committee and city council can choose a program that they see better fits the needs of the City of Newport.

Thank you for taking the time to read this proposal and the News-Times looks forward to working with the Destination Newport Committee (DNC) and the City of Newport.

Respectfully,

News-Times  
Newport Oregon  
831 NE Avery  
541-265-8571

## **PART 2 - GOALS AND OBJECTIONS**

### **1. MEDIA NEGOTIATIONS**

This is an important opportunity for the Destination Newport Committee (DNC) and the City of Newport. To better serve the city we propose that we develop a target market that should be reached based on historical data from our website, social channels, and Travel Oregon data. It is very important to develop this ahead of time so that we can then reach out to media outlets in the market with the best demographics. This allows us to get a better value for your investment. Once the target market is established, we will develop proposals for the desired media outlets. This will give you the ability to either lower rates or receive added value. Currently we are reacting to proposals from media outlets and this takes a good amount of the committee's time. This new approach allows the committee to shorten the time spent on media buys and divert that attention to developing marketing programs.

### **2. CREATIVE PRODUCTION**

We have access to 15 high-quality graphic designers throughout our company. Currently we produce over 8,000 ads a month and we are confident that we can continue to meet the needs and future needs of the City of Newport.

### **3. CONTENT MARKETING**

There is a wonderful opportunity to continue to develop the content surrounding the City of Newport. We will break this down into three tiers to give you options. We will note that the month of April saw an extreme increase, over double the total audience, in social media activity for the Discover Newport channels. This was a perfect proof of concept that delivering unique content 6-7 days a week is critical to reaching new visitors. All options below are keyword rich and in line with our current Google Ad words.

Tier 1 - Continue to develop our content as-is. This is two pieces of content a week that are agreed upon and presented quarterly. Tier 1 would include a monthly newsletter.

Tier 2 - This option includes everything above and includes a monthly targeted video. Video content marketing is an important opportunity to drastically increase our engagement. This would be produced locally by our staff. It is important to note that these videos are not meant to be full-blown commercials. These are high-quality, low-budget alternatives to help increase our engagement on social media and our website. We will provide four pieces of content per week.

Tier 3 - This option includes everything in 1 & 2. With this option we propose adding weekly video content and a weekly newsletter to vastly increase our marketing potential and conversion rates. This option also includes daily content for Instagram and Facebook. In addition, we will take the video content and create YouTube and Tik Tok channels. With this option we will also distribute the content on Twitter, Pinterest and Snapchat. Currently we rely too heavily on

Facebook for our marketing and engagement. It is very important that we have content on every social channel we can find.

All three tiers include extensive re-organization and re-design of the DiscoverNewport.com website. It is anticipated that this will take three months. All three tiers include access to all photography assets of the News-Times as well as in-depth content ideas and scheduling developed with the Newport Chamber of Commerce. News-Times will maintain local in-person attendance at both the Destination Newport Committee Monthly Meeting and Quarterly Content Meeting.

#### **4. SOCIAL MEDIA MARKETING**

This is a pass-through cost to the city so there will not be tiered options. It is important to note that we do not believe that boosting posts is an effective use of the marketing dollars for the City. Boosting is a light version of the extremely effective target ad program developed by Facebook. In fact, it is so good that the government is trying to limit Facebooks access to our privacy.

We propose that you take the current google ad word budget and social media advertising budget and re-align them. It is our suggestion that we develop six rotating monthly ads that run on Facebook and Instagram. These would be targeted ads based on location, income level, and interest base. We suggest that you take half of your monthly google ad word budget and add \$500 a month. This would give you roughly \$3,000 a month to develop ad programs to increase our engagement and reach as well as our conversion rate over to the website.

#### **5. SEARCH ENGINE MARKETING WITH GOOGLE**

Currently we have over 45 targeted optimized keywords and long-tail search terms. Re-targeting and our Display Network currently have over a 65% conversion rate. We recommend staying with these keywords and long-tail search terms as they continue to produce amazing results. We do suggest discontinuing a few of the lower performing programs and converting them to social media advertising. We firmly believe that this is the most effective use of the City's investment. See statistical reporting below for more on this.

#### **6. SUPPORTING THE GOALS OF THE CITY'S DESTINATION NEWPORT COMMITTEE.**

We will continue to support and help to develop all Destination Newport Committee programs.

We will continue to have in-person participation at all Destination Newport Committee Meetings and Special Meetings.

We will fulfill all requests related to tourism and relocation marketing

#### **7. STATISTICAL REPORTING**

We will continue to develop monthly reports for the Destination Newport Committee relating to our activity and scope of work as well as all traffic with analysis.

We will note that analysis is very important. We will continue to compare our traffic to previous years so that there is an understanding of how we are performing. It is important to start looking at our overall performance. Since the current website does not have any call to action it is more important to deliver the content in the form that creates the best results. What is posted on the website has a different engagement opportunity than Facebook does. Facebook has a different format than Instagram.

We will develop new metrics so that the committee has a grasp of our total monthly engagement. How many people did we reach in every month as a total across all of our channels is extremely important to know if our marketing investment is working.

### **PART 3 - PROPOSER EXPERIENCE**

Currently we are in contract for this scope of services with the City of Newport for the last ten years. We have provided services above and beyond what we have been in contract for. The News-Times has over 150 years of combined marketing and content development experience from local to regional projects.

Jeremy Burke - Publisher, Award-Winning Photographer. Main contact. Photographer, content development, graphic design.

Editor - News-Times - makes sure that all our content is proofed before content is distributed. Content development, writing, photography.

Writer - News-Times -Content development, writing, photography.

Director of Digital NMC - News-Times/NMC Digital. Website development, graphic design, content development, SEO.

Web Developer NMC - Website database management, specialist in website functionality and navigation to ensure visitors have a consistent web experience.

Videographer News-Times - This position would be added only if tiers 2 or 3 were chosen.

### **PART 4 - PROJECTED COSTS AND PROPOSED SERVICES**

Tier 1 Cost - \$75,000

Tier 2 Cost - \$100,000

Tier 3 Cost - \$125,000

With all three tiers there is an added value to ensure that the City of Newport is receiving the best value for its investment.

Tier 1 added value - Double Truck twice a year in Travel Newport Magazine - This is a twice annual publication focusing on Newport. Travel Newport has an annual readership of over 100,000 for the print edition and online will have over 300,000 annual views. In addition, we will include a leaderboard banner ad on the News-Times website

that has over 2 million-page views a year. Travel Newport Value - \$4796 News-Times Website ad \$12,000. **Total - \$16,796**

Tier 2 added value - includes tier 1. In addition, we will give a full page in our new lifestyle publication Oregon Coast Waves. This is an ultra-premium publication focusing on the lifestyle of Central Oregon Coast. Print readership will exceed 250,000 annually. There will be a subscription model to this. Online views to exceed 1 million annually by November. Value \$9500. **Total - \$26,296**

Tier 3 added value - includes tier 1 & 2. We will have a banner ad on every website within our company. Over 40 newspaper sites in 13 states producing over 25 million-page views annually. Value \$50,000 - **Total - \$76,296**



**EXHIBIT B**

**REQUEST FOR PROPOSALS  
TOURISM PROMOTION SERVICES  
FOR THE CITY OF NEWPORT OREGON**

**See attached "Request for Proposals for Tourism Promotion Services."**

**CITY OF NEWPORT, OREGON**

**REQUEST FOR PROPOSALS  
TOURISM PROMOTION SERVICES**



**SUBMIT PROPOSAL TO:**

**Peggy Hawker, City Recorder/Special  
Projects Director  
City of Newport  
169 SW Coast Highway  
Newport, Oregon 97365**

**Due Date: June 3, 2019**

# **CITY OF NEWPORT, OREGON**

## **Request for Proposal Tourism Promotion Services**

### **I. BACKGROUND**

#### **A. Proposer Entity**

The City of Newport (“City”) is seeking a well-qualified profit or non-profit organization to submit a proposal to provide tourism promotion services for the City over the next year, with two potential renewal periods of three years each.

#### **B. Overview**

The City of Newport is a prime tourist destination and the population center of the Central Oregon Coast. Newport is the county seat of Lincoln County, and houses the offices of several federal and state agencies, including a major Coast Guard station, Oregon State University’s Hatfield Marine Science Center, NOAA’s Pacific Marine Operations Center, the Oregon State Police, Oregon DMV, and Oregon Employment Division offices. The City is home to the Samaritan Pacific Communities Hospital, and the main campus of the Oregon Coast Community College. OCCC is a premier educational institution and unique in its aquarist program. Its aquarist graduates are working in aquarium and research facilities throughout the country. Newport has a population of more than 10,000.

The Yaquina River flows into the Pacific Ocean through Newport’s Yaquina Bay. Newport is home to the Oregon Coast Aquarium, one of the country’s premier aquariums. A substantial commercial fishing fleet calls Newport home, as do several marine research vessels and a large number of private boats docked in marinas around the Bayfront. Newport is one of three deep-water ports on the Oregon Coast. Tonnage of shipping is second behind Coos Bay.

Newport has often been described as the most authentic City on the entire Oregon Coast. The City boasts numerous fine shops, restaurants, galleries, lodging establishments, and endless outdoor recreational opportunities.

Proximity to Portland and the Willamette Valley provides a strong tourism base, and the mid-latitude of Oregon provides moderate rainfall during the winter and spring months, and mild temperatures.

### **C. Source of Funds and Budget**

The source of funds for this service is from the City's Transient Room Tax Fund. The budget figure for FY2019/2020 has not been established, but is anticipated not to exceed \$125,000.

## **II. RFP SPECIFICATIONS**

### **A. Goals and Objectives**

The objective of this RFP is to award a one year agreement, with two three-year renewal options exercisable at the City's sole discretion, to an entity that will provide tourism promotion services for the City of Newport, including, but not limited to:

1. Media Negotiations;
2. Creative Production;
3. Content Marketing;
4. Social Media Marketing;
5. Search Engine Marketing with Google;
6. Support of Goals of the Destination Newport Committee;
7. Statistical Reporting.

### **B. Scope of Services**

All services shall be provided under the direction of the City Manager and City Council in coordination with the Destination Newport Committee to complement the City's advertising program. The tourism promotion services provided shall include, but not be limited to, the following tasks:

#### **1. Media Negotiations:**

Actively negotiate advertising rates with media agencies.

#### **2. Creative Production:**

- a. Write, design, illustrate, or otherwise prepare Newport's advertisements, including commercials to be broadcast, or other appropriate forms of Newport's message;
- b. Create display ads;
- c. Submit stories and photography when necessary for advertorials and value added opportunities;
- d. Properly incorporate Newport's message in mechanical or other form and forward it with proper instructions for the fulfillment of the order;
- e. Contact media directly to obtain proper mechanical information;
- f. Submit advertising directly to media in proper mechanical format;
- g. Check and verify insertions, displays, broadcasts, or other means used, to such degree as is usually performed by advertising agencies;
- h. Proof all forms of Newport's message;

### 3. Content Marketing:

- a. Create web pages to support campaign promotion. Pages will create in-depth information about a particular campaign objective and live as a sub-domain of the main Discover Newport website;
- b. Create a weekly newsletter or e-newsletter
- c. Create keyword rich content to support discovernewport.com and social media posts;
- d. Provide a library of Newport, Oregon, content for publication throughout the year;
- e. Create and provide new content quarterly with a publication schedule;
- f. Update, maintain, and host the main Discover Newport website by July 1, 2019.

### 4. Social Media Marketing:

- a. Create ads to engage followers on the main Discover Newport Facebook page;
- b. Copy write for ads;
- c. Boost posts through Facebook;
- d. Deliver four target ads each quarter;
- e. Update and maintain the main Discover Newport Facebook page.

### 5. Search Engine Marketing with Google:

- a. Optimize Ad Words;
  - b. Deliver 5-7 keywords. 15-25 long-tail search terms/keywords;
  - c. Create Display Network Ads;
  - d. Deliver three targeted ads every quarter.
6. Support of the Goals of the City's Destination Newport Committee:
- a. Support all Destination Newport Committee programs;
  - b. Participate at the Destination Newport Committee meetings;
  - c. Fulfill Destination Newport Committee requests related to tourism or relocation marketing;
  - d. Promotion of Newport and the surrounding economic area as appropriate.
7. Statistical Reporting:

Produce monthly reports on the amount of negotiations, advertisement campaigns, website/social media traffic, and other reports as requested.

### **C. Eligible Proposers**

Proposals will be accepted only from organizations (profit or non-profit), or other collaborative arrangements that:

1. Are qualified to conduct business in the State of Oregon and the City of Newport.
2. If a corporation or limited liability company, it is in good standing with the Secretary of State.

### **D. Contract Term**

The term of the contract with the successful proposer shall be one year with an option to extend for up to two additional three-year terms, at City's sole discretion. The proposer shall state whether it is willing to grant the City the option to extend any contract awarded hereunder for two additional periods of three years each, under the same prices, terms, and conditions. Contract extension will be contingent upon the availability of funds; contractor's continuing compliance

with applicable federal, state, and local government legislation; and an evaluation indicating the contractor's successful performance of the contract.

#### **E. Preliminary Schedule**

<b>Event</b>	<b>Date</b>
Release of Request for Proposals	May 3, 2019
Pre-Proposal Conference	May 16, 2019
Written Questions about Proposals	May 24, 2019
Proposals Due	June 3, 2019
Proposal Award Date	June 17, 2019
Contractor Begins Work	July 1, 2019

The city reserves the right to amend the preliminary schedule.

#### **F. Pre-Proposal Conference**

A Pre-Proposal Conference may be held at the option of the City to answer questions about this RFP on May 16, 2019, at 3:00 P.M. (PDT), at:

City of Newport City Hall  
169 SW Coast Highway  
Newport, Oregon 97365

Please RSVP to Peggy Hawker at 541.574.0613, or e-mail: [p.hawker@newportoregon.gov](mailto:p.hawker@newportoregon.gov) to confirm your attendance.

At this conference, City staff will review the RFP document and respond to questions regarding requirements of the RFP. The City of Newport does not discriminate based on disability and, upon request, will provide reasonable accommodations to ensure equal access to its programs, services, and activities. Please contact the City at least 72 hours in advance to request an accommodation.

#### **G. Deadline for Submission of Proposals**

The original proposal must be **received** by 3:00 P.M. (PDT), on June 3, 2019. Proposals must be emailed to:

Peggy Hawker, City Recorder/Special Projects Director  
City of Newport  
[p.hawker@newportoregon.gov](mailto:p.hawker@newportoregon.gov)

Timely submission of proposals is the sole responsibility of the proposer. The City reserves the right to determine the timeliness of all submissions. Late proposals will not be accepted. All proposals received after the deadline will be returned unopened.

## **H. Proposal Requirements**

The following outlines the proposal requirements. Submission of a proposal pursuant to this RFP constitutes acknowledgement and acceptance of the terms and conditions set forth herein, and those required under City's Public Contracting Rules 2012 (located on City's webpage, under Administration, City Recorder). The RFP will be incorporated into any resulting contract with the successful proposer, along with any terms of the accepted proposal which are not in conflict therewith, as well as provisions which are permissible matters for negotiation, as set forth herein. The contents of the proposal submitted by the successful proposer may become contractual obligations if a contract is awarded.

A sample contract is attached hereto as Exhibit A, and by this reference, incorporated herein. In the event of a conflict between the provisions of applicable law, applicable City Public Contracting Rules 2012, and this Request for Proposals, the order of precedence shall be as set forth in this sentence.

Failure of the successful proposer to accept these obligations may result in cancellation of the award. The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to the RFP become the property of the City and will be a public record after the selection process is completed. Each proposal must contain the following:

1. Cover Letter for the Proposal

A cover letter must be submitted with the proposal. The cover letter should be limited to one page and must include the company name, company address, and the name, telephone number, and e-mail address of the person(s) authorized to represent the firm on all matters relating to the RFP and any contract awarded

pursuant to this RFP. A person authorized to bind the proposer to all commitments made in the proposal must sign the letter.

2. Providing Services to Meet Goals & Objectives

Each proposer shall furnish a narrative of how the organization will provide services to meet the City's goals and objectives.

3. Proposer Experience

Each proposer shall furnish a narrative supported by relevant data regarding past experience with similar projects, including names of organizations and persons with whom proposer has entered into contracts and employment for similar services, within the last five years. Proposer shall also identify the individuals who will be assigned to work on this project.

The results of those contacts will be considered by City in its evaluation of proposer's proposal, and provided herein.

4. Projected Costs and Proposed Services

Itemize the annual projected costs of each component in the "Scope of Services" described above. If applicable, identify other sources of revenue that can be matched or leveraged to provide a greater promotion of Newport.

**I. Proposal Evaluation and Selection Process**

The City will conduct a preliminary evaluation of all proposals to determine compliance with proposal requirements and mandatory document submissions. The City reserves the right to request additional information to clarify the content of a proposal.

All proposals shall be reviewed to determine that the minimum eligibility requirements have been met. Ineligible proposers will be informed in writing.

Proposals will be evaluated based upon the following categories, including references and information from entities or persons with whom Proposer has entered into contract(s) within the last five years. Proposals will be scored and ranked. No single category is determinative, or entitled to greater weight in the evaluation process than any other. The successful proposal will be determined by the highest point total, based on the categories below. The successful proposal may be subject to negotiation.

Proposer qualifications, experience, and demonstrated ability, including references and contacts with previous contracting parties	40 points
Quality and responsiveness of proposal to the Goals and Objectives and Scope of Service detailed in this RFP	35 points
Cost reasonableness, appropriateness, and necessity as compared to all other proposals to provide the services proposed within the City's annual budget and other leveraged monies	20 points
Geographic preference, in this order: Lincoln County in Oregon, State of Oregon, the NW Coastal area (including Oregon, Washington and Northern California). The vendor resides or has businesses in these areas.	5 points

**J. CONTRACT AWARD PROCESS**

The City Council may accept or reject the recommendation of the staff as to the successful proposer, cancellation of the procurement, or related matters.

The successful proposer that is selected to perform the services outlined in this RFP shall enter into a contract, approved by the City Attorney, directly with the City of Newport, within thirty (30) days of the Notice of Intent to Award Contract, or such later date as determined by the City Council.

The City reserves the right to verify the information received in the proposal. If the proposer knowingly and willfully submits false information or data, the City reserves the right to reject that proposal. If it is determined that a contract was awarded or entered into because of false statements, or other incorrect data submitted in response to this RFP, the City reserves the right to terminate the contract, without penalty therefor, and with all rights reserved.

### **III. GENERAL RFP AND CITY CONTRACT INFORMATION**

The following terms and conditions apply to the agreement entered into between the successful proposer and the City of Newport:

#### **A. Term**

The term of this contract shall be one year. The proposer shall state whether it is willing to grant the City the option to extend any contract awarded for two additional periods of three years each, under the same prices, terms, and conditions. Any contract awarded pursuant to this RFP may be terminated by the City, with or without cause upon thirty days written notification to the successful proposer.

#### **B. Budget**

Total expenditures under the first year of this contract shall not exceed the amount budgeted by City for that year. In any event, the City provides no assurance that the total amount budgeted by City will be agreed to by City in its award of contract. However, in the event City requires additional services beyond those agreed to by the parties in the contract, such services will be reduced to writing as an amendment to the contract, and will be required, at City's discretion, to the extent City's advertising budget has been increased.

#### **C. Laws and Policies**

In the performance of the advertising services agreement, the selected successful proposer shall abide by and conform to all applicable laws and rules of the United States, State of Oregon, and the City of Newport.

#### **D. Costs Incurred by Proposers**

All costs of proposal preparation shall be the responsibility of the proposer. The City shall not, in any event, be liable for any pre-contractual expenses incurred by proposers in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget.

## **E. General City Reservations**

City reserves the right to extend the submission deadline should this be in the best interest of the City. Proposers have the right to revise their proposals in the event that the deadline is extended.

The City reserves the right to withdraw this RFP at any time, and will notify proposers that the solicitation has been canceled. The City makes no representation that any contract will be awarded to any proposer responding to the RFP. The City reserves the right to reject any or all submissions.

If in City's judgment, an inadequate number of proposals are received or the proposals received are deemed non-responsive, not qualified, or not cost effective, the City may, at its sole discretion, reissue the RFP, or execute a contract with the next highest ranked proposer, or to cancel this solicitation, all subject to compliance with City's public contracting rules.

City reserves the right, subject to the City's public contracting rules and applicable statutes, to reject any and all proposals and to waive any minor informality when to do so would be advantageous to the City.

## **F. Termination**

Any contract awarded pursuant to this RFP may be terminated by the City, with or without cause, upon 30 days prior written notification by the City to the successful proposer.

## **G. Proposer's Contact for Information**

Proposers may contact Peggy Hawker, City Recorder/Special Projects Director, with any questions regarding the scope of work of this RFP at:

**Peggy Hawker, City Recorder/Special Projects Director**  
**City of Newport**  
**169 SW Coast Highway**  
**Newport, Oregon 97365**  
**541.574.0613**  
**p.hawker@newportoregon.gov**

All questions received after the pre-proposal conference must be addressed to Gloria Tucker by email at [g.tucker@newportoregon.gov](mailto:g.tucker@newportoregon.gov). Deadline for written questions is May 24, 2019.

**EXHIBIT C**  
**COSTS FOR PROPOSED SERVICES**

The costs for the proposed services, Tier 3 are: \$125,000 annually, and as defined in Exhibit A.