

Competitive Application for Parks, Recreation and Tourism Instructors

(rev. 11/18/2015)



City of Newport News
OFFICE OF PURCHASING
2400 Washington Avenue, 4th Floor
Newport News, VA 23607
Phone: (757) 926-8721
Fax: (757) 926-8038
www.nnva.gov/purchasing

Title:	Instructors for Parks, Recreation and Tourism Programs
Applications Due:	This is an open opportunity. Applications may be submitted at any time.
Project Overview:	The City seeks qualified instructors to provide/lead various instructional Programs for the Department of Parks, Recreation and Tourism.

Questions related to this requirement should be directed to:

Contract Officer:	<i>Keith Gordon, CPPB, Senior Buyer, kgordon@nnva.gov</i>
Department Representative:	<i>Meghan Reed, Recreation Program Supervisor – Instructional Programs, mreed@nnva.gov</i>

Submit applications via email, fax or US Mail to:

<p>Mailing Address: Department of Parks, Recreation and Tourism, 700 Town Center Drive, Suite 320, Newport News, VA 23606</p> <p>Meghan Reed, Recreation Program Supervisor – Instructional Programs, mreed@nnva.gov -or- Ryan Gregory, Senior Recreation Program Coordinator – Instructional Program, rgregory@nnva.gov</p> <p>Fax: 757-926-1460</p>
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**SECTION A
SCOPE OF WORK**

1. **Purpose:** The City of Newport News (the “City”) is seeking competitive applications from qualified individuals (“Instructors” or “Applicants”) to provide various instructional programs for the Department of Parks, Recreation and Tourism. The Instructors may provide additional related services to the City.
2. **Program Types:** Programs may include but are not limited to the following:

Gymnastics	Sign Language
Music	Fitness/Wellness
Theater	Computers
Arts/Visual Arts	Photography
Fabric and Thread Arts (Sewing, Quilting, Knitting, etc.)	Martial Arts
Ceramics	Personal Development
Dance	Sports Instruction
Culinary	Other Programs

3. **Background and Requirements:**
 - a. There are four (4) primary sessions each year: summer, fall, winter and spring. However, sessions can occur monthly, individually or in a workshop format.
 - b. Program offerings must be consistent with the mission, values, and vision of the City of Newport News and the Department of Parks, Recreation and Tourism.
 - c. Instructors are responsible for the creation, implementation and internal evaluation of the programs that they provide.
4. **Criminal Background Checks:** A criminal background check will be completed by the City, at the City’s expense, prior to being selected as an instructor. State, local and sex offender checks may be required. Any individual who does not pass a criminal background check in accordance with the Department of Parks, Recreation and Tourism standards will not be selected as an instructor.
5. **Viability of Programs:** A contract for services provided by an instructor for the time specified is contingent on the following: sufficient enrollment or attendance, the event taking place as

scheduled, contractor performance and appropriation of funds (when applicable). The City reserves the right to terminate a contract based on these contingencies.

6. **Contract:** All Instructors will sign a contract (the “Contract”) with the City. A sample of the Contract is included as Exhibit I. Do not submit the Contract with the application. A specific contract document will be prepared following award.
7. **Award:** The City will make multiple awards to meet existing program needs and to provide new program offerings as a result of this competitive application. Awards may be made throughout the course of the year. The Terms and Conditions contained in Section C apply to each awarded contract. A Purchase Order will be issued to constitute official award.
8. **Term:** Contracts will be established for an initial period which may be a single session to as much as one year. Following the initial period, Contracts may be renewed for additional years at the sole discretion of the City. A new Contract document will be executed for each renewal period.
9. **Application and Selection Process:**
 - a. Individuals who are interested in becoming an Instructor must complete the program application (Attachment A) and return via US Mail or email to the individuals noted herein.
 - b. The City will review the application and determine the viability of the program/class offered.
 - c. The following criteria (listed in order of importance) will be used to select Instructors for program:
 - i. Viability of the class/program offered.
 - ii. Qualifications of the Applicant.
 - iii. Experience creating, implementing and evaluating classes or programs.
 - d. The City will schedule interviews with Applicants who are selected based on the criteria specified in item 9(c) above.
 - e. References will be contacted.
 - f. A favorable criminal background check and favorable references are required to be selected as an Instructor.
 - g. If a program/Instructor is selected by the City, programs will be prepared and promoted through means normally used by the Department of Parks, Recreation and Tourism.
 - h. **Rate for Services:** The rate structure will be negotiated with each Instructor following completion of the interview. Contracts will be awarded to Instructors only after reaching a service rate agreeable to the City. Should the City determine that a contract with an Instructor will be extended beyond the initial period, adjustments to rates will be considered by the City based on factors that include but not limited to customer satisfaction, performance of the Instructor and enrollment. Adjustments are made in a manner determined by the City and may vary from instructor to instructor.

10. **Payment for Services:** Invoices are to be submitted by the Instructor at the end of the session for processing. Invoices are verified and then submitted for payment. Unless stated otherwise, payment terms are net 10 business days.
11. **Submitting an Application:** Applications (Attachment A) can be submitted at any time throughout the year.

Applications must be submitted to:

City of Newport News Parks, Recreation and Tourism
700 Town Center Drive, Suite 320
Newport News, VA 23606
Attn: Instructional Programs

Via Email: Meghan Reed, Recreation Program Supervisor – Instructional Programs,
mreed@nnva.gov

-or-

Ryan Gregory, Senior Recreation Program Coordinator – Instructional Program,
rgregory@nnva.gov

Via Fax: 757-926-1460

Note: A completed W-9 must be provided with the Application. A blank W-9 is available at
<http://www.nnva.gov/724/Vendor-Registration>

**SECTION B
TERMS AND CONDITIONS**

References in this section to Offeror and Contractor are synonymous to Instructor as indicated in Section A.

1. AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be 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.

Any business entity that enters into a contract with a public body shall not allow its existence to lapse or its Certificate of Authority or Registration to Transact Business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

2. FAITH BASED ORGANIZATIONS: The City of Newport News does not discriminate against faith based organizations.

3. PAYMENT TERMS:

- a. Payment terms shall be Net 10 Days.
- b. The payment terms stated herein must appear on the contractor's invoice. Failure to comply with this requirement may result in the invoice being returned to the contractor for correction.
- c. Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month).

4. HOLD HARMLESS AND INDEMNIFICATION: The Contractor shall defend, indemnify and hold the City, and City's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, reasonable 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 City, City's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the contractor. This indemnification and hold harmless includes, but is not limited to, any financial or other loss, any adverse regulatory, agency or administrative sanctions or civil penalties incurred by the City due to the negligent, fraudulent or criminal acts of the contractor or any of the contractor's officers, shareholders, employees, agents, contractors, subcontractors, 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 worker's 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.

The Contractor agrees to defend and save the City, its agents, officials, volunteers and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, goods and/or services or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.

5. **LAWS AND REGULATIONS:** The Contractor shall keep fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, ordinances and regulations.
6. **GOVERNING LAW AND VENUE:** This solicitation and any resulting contract is subject to the laws of the Commonwealth of Virginia and the Newport News City Code. Any litigation with respect thereto shall be brought in the courts of the City of Newport News, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division.
7. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.
8. **TERMINATION FOR CONVENIENCE:**

The City may terminate a contract when funds are not appropriated for the specified goods or services or when it is determined to be in the City's best interest without providing specific cause at any time during the term of the contract.

The Contractor shall provide notice of termination as promptly is practical.

9. **TERMINATION FOR CAUSE:**

In the event that the Contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the Contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

The City may, in its discretion, provide the Contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, or agreed upon by the parties in writing, the contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the contractor unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the Contractor to cure the default, the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminates the contract, the Contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

In addition, failure of the Contractor to perform the obligations of the contract may result in debarment for a period of up to three years. Termination and/or debarment of the Contractor shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

10. **RIGHTS AND REMEDIES NOT WAIVED:** In no event shall the making by the City of any payment to the Contractor, or the waiver by the City of any provision under this contract including any obligation of the Contractor, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the contractor, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any rights or remedies available to the City.
11. **INDEPENDENT CONTRACTOR:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the contractor shall act in an independent capacity and not as officers, employees, or agents of the City.
12. **ENTIRE AGREEMENT:** The contract resulting from this competitive application and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

ATTACHMENT A
INSTRUCTOR APPLICATION
NEWPORT NEWS PARKS, RECREATION & TOURISM
700 Town Center Drive, Suite 320
Newport News, VA 23606



1. Detail the program/class that you would like to provide for the Department of Recreation and Parks:

2. Describe your knowledge, skills and abilities to program instructor services for the program/class.

3. Describe your experience creating, implementing and evaluating classes or programs.

Position Desired	
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Personal Information

Last Name:	First Name:	Middle Name:	Email Address:	
Address:		City:	State:	Zip Code:
Home Phone:	Work Phone:	Cell phone:	Preferred method of contact:	
Are you legally eligible to be employed in the United States? (Proof of identity and eligibility will be required upon employment.)			If no, what is your immigration status?	Are you at least 18 years old?
Are you currently employed by the City of Newport News? If yes, list department -			Have you ever been employed by the City in the past? If yes, list department -	
What is your work availability? (Check One) Full Time Temporary Part Time Shift Work		What date are you available to begin working?	What is your expected salary?	

High School Information

Are you a high school graduate or have you completed a G.E.D.?	If not, indicate highest grade completed:
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Post High School Education

Name of School:	Hours Completed:	Type of hours:	Major/Specialty:	
Type of Diploma, Degree, License or Certificate earned or expected:			Begin Date:	Graduation Date:

Work Experience

Employer Name:	Job Title:	Dates Employed:	Starting Salary:	Ending Salary:
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		From: To:		
Supervisor Name:	Supervisor Title:	Supervisor Phone Number:	May we contact this employer?	Average Hours per Week:
Work Performed:			Reason for Leaving:	

Employer Name:	Job Title:	Dates Employed: From: To:	Starting Salary:	Ending Salary:
Supervisor Name:	Supervisor Title:	Supervisor Phone Number:	May we contact this employer?	Average Hours per Week:
Work Performed:			Reason for Leaving:	

Employer Name:	Job Title:	Dates Employed: From: To:	Starting Salary:	Ending Salary:
Supervisor Name:	Supervisor Title:	Supervisor Phone Number:	May we contact this employer?	Average Hours per Week:
Work Performed:			Reason for Leaving:	

References

Name of References	Phone Number:	How do you know this reference?

EXHIBIT I
Sample Contract

CITY OF NEWPORT NEWS
DEPARTMENT OF PARKS, RECREATION & TOURISM
700 Town Center Drive, Suite 320
Newport News, VA 23606
(757) 926-1400

AGREEMENT FOR SERVICES

1. Contractor's Name: _____
2. Contractor shall provide services to the public as scheduled by the Department of Parks, Recreation and Tourism, and the City of Newport News shall compensate the Contractor at the rate(s) specified below.
3. Service shall: [Choose appropriate boxes and provide description]
[X] Commence on _____
[X] Be completed no later than _____
4. The Contractor shall immediately notify the Department of Parks, Recreation and Tourism coordinator in case of any emergency, submit invoices for sessions/classes/events worked, maintain classroom discipline when appropriate, report damaged equipment and report injuries within 1 hour of occurrence.
5. Contractor is an independent contractor, and shall not be classified as a City Employee and therefore shall not claim nor receive any City employee benefit (IE: worker's compensation, accident insurance, etc.).
6. A contract for services provided by Contractor for the time specified is contingent on: sufficient enrollment or attendance, the event taking place as scheduled, and contractor performance. The City reserves the right to terminate this contract based on these contingencies.

7. Services provided and rate:

	Service to be performed	Pay Rate	Rate per (session, event, class, etc.)
1			
2			
3			

9. The issuance of a City Purchase Order to the Contractor for the specified services is required in order for this Agreement to be valid, and shall be obtained by the Contractor before providing any services to the City. This agreement incorporates the Terms and Conditions contained in the Competitive Application as posted on at <http://www.nnva.gov/691/Solicitations> and the Purchase Order.

Name: _____ Vendor # _____

Work/ Home Phone _____ Email _____

Address: _____

Contractor's Signature

Parks, Recreation and Tourism Signature