



Competitive Application for Parks, Recreation, and Leisure Services Instructors

PURPOSE: The City of Hampton Parks, Recreation & Leisure Services Department (HPR&LS) will receive applications from individuals/agencies/organizations wishing to provide recreational/instructional/education classes.

APPLICATION DUE DATE: Applications will be reviewed on a rolling basis and may be submitted at any time.

SUBMIT APPLICATIONS VIA US MAIL OR EMAIL TO:

Parks, Recreation, & Leisure Services
Attn: Kenisha Trotter
22 Lincoln Street, 5th Floor, Hampton, Virginia 23669
Email: kenisha.trotter@hampton.gov

COMPETITIVE NEGOTIATION. This Request for Proposals (“RFP”) is subject to the competitive negotiation provisions outlined in Virginia Code §2.2-4302.2. In addition, **the City requires that proposals be sealed.** Sealed proposals will be received in the Issuing Office above until Closing Date and Closing Time as specified in this solicitation including any addenda issued by this office. **Proposals received by telephone, or facsimile will not be accepted** The City of Hampton is not responsible for late delivery by the United States Postal Service or any other courier. All inquiries for information regarding this RFP are to be directed to the Issuing Office as defined herein.

THIS IS NOT AN ORDER. Receipt of an application in no way constitutes an agreement by the City of Hampton or HPR&LS to accept any proposal.

I. OVERVIEW

Thank you for your interest in partnering with HPR&LS to provide quality recreational choices for our community. HPR&LS seeks qualified applicants to provide recreational, educational, and instructional classes in furtherance of its mission “to create enriching experiences and beautiful environments for everyone to enjoy” and to assist us with achieving our vision of “connecting people, parks, programs and recreation for life.” Applicants may offer to provide specific or varied recreational and/or instructional classes that are consistent with the general nature and mission of HPR&LS’s public recreation offering. Classes may include, but are not limited to, to 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	Leisure/Social
Culinary	Adventure/Environmental
Education/Enrichment	Outreach
Aquatics	Safety
Youth Athletics	Adult Athletics
Martial Arts	Special Events
Mature Adult programs (55+)	Special Programs/Inclusion

This is not an exhaustive list. Class offerings may be similar to or different from what is listed above and/or current classes offered.

II. APPLICATION

Please complete the application attached to this RFP for consideration of your class offering. Applicants may provide information on multiple classes if desired. The application contains the following elements:

- 1. Applicant Information.** This section should include basic identifying information about the organization/individual as well as the goals and mission of the organization or individual providing instruction services.
- 2. Class Information.** Applicants should provide information on all classes applicant is proposing to provide including descriptions, goals, how the instructor will evaluate the success of classes, target service groups, benefit to HPR&LS, and accessibility and inclusion. Please include additional pages if necessary.
- 3. Facility and Equipment.** Provide information about HPR&LS space that the instructor would need to use and equipment instructor has available or needs. If instructors have questions about the facilities or equipment available, please contact Nicole Dennis for assistance with this section.
- 4. Qualifications and References.** Please attach copies of any relevant certifications or licenses. Applicants should include letters of recommendations and references with their application. Interviews or video tapes may be requested by the City in its discretion.

5. **Criminal History.** Please provide requested information on all convictions for crimes except minor traffic violations. Attach additional pages if necessary.

III. EVALUATION CRITERIA AND SELECTION PROCESS

1. Applying

- a. Individuals who are interested in becoming an instructor must complete the application (Attachment A) and return via US Mail AND email to the parties listed on page 1 of this RFP.
- b. The City will review the application and determine the viability of the class offered.

2. The following evaluation criteria will be used to select instructors:

- a. Need for type of instructor by HPR&LS and competition with existing classes
- b. Accessibility of the class to all individuals regardless of ability
- c. Appropriateness of any facility or need for a specific facility for the type of class
- d. Qualifications of applicant
- e. Experience creating, implementing, and evaluating classes
- f. Letters of recommendations and/or references provided
- g. Interviews or video tapes provided

3. Acceptance of Applicants:

- a. Applications will be evaluated by HPR&LS for the value and benefit the proposed recreational/instructional class will bring to the overall public recreation offering. HPR&LS will not approve any application or part of the application if it is contrary to laws, statutes, ordinances, policies, or procedures of HPR&LS or the City of Hampton.
- b. HPR&LS reserves the right to reject any or all applications received, or portions thereof may take actions it deems to be in the best interests of HPR&LS and our citizens.
- c. HPR&LS may waive any informalities or overlook irregularities in any applications received, and may award in whole or in part to one or more applicants.
- d. Each applicant will be notified if their application has been accepted or denied, and/or whether subsequent negotiations will occur. If the application is accepted, the class will be added to HPR&LS's recreation class inventory.
- e. Applicants may be asked to interview or provide video takes, at HPR&LS's discretion and request.
- f. HPR&LS will require a background check for all chosen instructors; a favorable background check is required before a Contract may be signed.
- g. Chosen instructors will be required to sign a City contract.

4. **Payment Structure.** Applicants chosen for instructor positions will be paid based on a 60 (Applicant) /40 (City) payment structure unless otherwise agreed to by the Parties. Class rates will be determined on a case-by-case basis in the City's sole discretion.

IV. GENERAL TERMS AND CONDITIONS:

1. **TERM.** If an Applicant is chosen to provide instruction, a contract will be established for an initial period, which may be a single session p to one year. Following the initial period, contracts may be renewed for up to four (4) additional years at the sole discretion of the City. Upon contract expiration, Instructors will be required to submit an updated application pursuant to this RFP to be considered for a new contract.
2. **CLASS CONDITIONS:**
 - a. Recreational/Instructional classes must utilize a HPR&LS owned or leased facility.
 - b. HPR&LS makes no warranty, or guarantee of success, of any recreational/instructional class operated as a result of acceptance of an application pursuant to this RFP.
3. **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.
4. **FAITH BASED ORGANIZATIONS:** The City of Hampton does not discriminate against faith based organizations.
5. **EXPENSES:** Unless otherwise agreed, Contractor shall be responsible for all expenses incurred while performing services under this Contract. Such expenses shall include, but not be limited to, all federal, state, local, taxes related to income, payroll, and any other purpose; licenses, memberships, and dues; automobile and other travel expenses; meals and entertainment; insurance claims or premiums; and any and all salary, expenses or other compensation paid to Contractor's employees, subcontractors, agents, or other personnel hired by Contractor to complete the obligations of Contractor set forth in this Agreement.
6. **HOLD HARMLESS AND INDEMNIFICATION:** It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any work required by this Contract. Contractor agrees to indemnify and hold harmless the City and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and/or (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by the City,

Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees or officials.

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.

7. **INSURANCE:** The City may require insurance depending upon the type of instruction to be provided. The Contractor shall secure any necessary insurance required by the City naming the City of Hampton as an additional insured.
8. **PROHIBITION ON EMPLOYMENT OF UNAUTHORIZED ALIENS:** Contractor shall not during the performance of the Contract knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
9. **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.
10. **GOVERNING LAW AND VENUE:** This solicitation and any resulting contract is subject to the laws of the Commonwealth of Virginia and the Hampton City Code. Any litigation with respect thereto shall be brought in the courts of the City of Hampton, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division.
11. **OWNERSHIP OF PRODUCTS/DOCUMENTS:** Ownership of all products and documents, including, but not limited to, reports, documents, photographs, videos, data, drawings, produced by Contractor pursuant to or as a result of its services to the City during the term of this Contract shall belong exclusively to the City. For the avoidance of doubt with respect to this ownership issue, Contractor agrees to execute an "Assignment of Rights" document, upon request of the City.
12. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.
13. **TERMINATION FOR CONVENIENCE:** The City may discontinue the recreational/instructional class at any time. The City may also terminate a contract when funds are not appropriated for the specified services if the City is providing funding for the services. The City shall provide notice of termination as promptly is practical.
14. **TERMINATION FOR CAUSE:** In the event that Contractor shall for any reason or through any cause be in default of the terms of this Contract, the City may give

Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Section XIV. Contractor shall have ten (10) days from the date such notice is mailed to cure the default. Upon Contractor's failure to cure the default, the City may immediately cancel and terminate this contract as of the mailing date of the default notice. In the event of violations of law, safety, or health standards or regulations by the Contractor, this Contract may be immediately cancelled and terminated by the City and the provisions herein with respect to the opportunity to cure default shall not be applicable.

15. 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.

16. FREEDOM OF INFORMATION ACT: This RFP and any and all documents related thereto shall be subject to public inspection in accordance with the Virginia Freedom of Information Act (the "Act"; Code of Virginia §2.2-3700 et. seq.). If Contractor seeks to protect any proprietary data, documents, or other information ("Proprietary Information"), as provided by Code of Virginia §2.2-4342, Contractor shall, prior to or upon submission of such Proprietary Information, (i) submit such information under separate cover; (ii) clearly mark any such information with the notation "PROPRIETARY," and (iii) state reasons why such protection is necessary. The City reserves the right to submit such information to the City Attorney for concurrence with the Contractor's claim for protection. Information submitted that does not meet the above requirements will be considered public information in accordance with the statutes of the Commonwealth of Virginia. An all-inclusive statement that all materials submitted are proprietary is unacceptable.

17. CONTACT WITH MINORS: Contractor certifies that all employees, subcontractors, or others engaged by Contractor to perform the services prescribed herein who will be in the presence of or have direct contact with minors have not been convicted of a felony or any offense involving the sexual molestation, rape, or physical or sexual abuse of a child.

18. 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. Contractor waives any and all claims to benefits otherwise provided to City employees, including, but not limited to, medical, dental, or other personal insurance, retirement benefits, unemployment benefits, or any liability, workers' compensation or other insurance. Nothing herein intended, and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association between the City and the Contractor.

19. 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.



Instructor Application and Program Proposal

1. Applicant Information:

Name of Individual/Agency: _____

First Name: _____ Last Name: _____

Individual/Agency Address: _____

City: _____ State: _____ Zip: _____

Web Site: _____

Contact Number: _____ Email Address: _____

Tax ID or SSN #: _____

Is Applicant a "minority" business? Yes No

African American Hispanic American Native American Asian American

Other; Please Explain: _____

Is Applicant Woman Owned? Yes No

Is Applicant a Small Business? Yes No

Is Applicant a Faith-Based Organization? Yes No

Is Applicant a Service-Disabled Veteran Business? Yes No

Check One: INDIVIDUAL PARTNERSHIP CORPORATION LLC

State in which Registered or Incorporated _____

Education:

High School Completed? Yes No If no, indicate highest grade completed: ____

Post High School Education:

Name of School: _____

Hours Completed: _____ Begin Date: _____ Graduation Year: _____

Major/Specialty: _____

Diploma/Certification, Degree, License: _____

Past Employment:

i. Employer Name: _____

Job Title: _____

Dates Employed: _____ to _____

Starting Salary: _____ Ending Salary: _____

Supervisor Name and Title: _____

Supervisor Contact Number: _____
May we call this employer? Yes No

ii. Employer Name: _____
Job Title: _____
Dates Employed: _____ to _____
Starting Salary: _____ Ending Salary: _____
Supervisor Name and Title: _____
Supervisor Contact Number: _____
May we call this employer? Yes No

iii. Employer Name: _____
Job Title: _____
Dates Employed: _____ to _____
Starting Salary: _____ Ending Salary: _____
Supervisor Name and Title: _____
Supervisor Contact Number: _____
May we call this employer? Yes No

2. Class Information:

Describe the classes you propose to teach and your past experience teaching them:

How will you evaluate the success/popularity of your classes?

Target Service Groups:

Age(s) _____ Male: _____ Female: _____

Number of participants: _____

Season/Dates of Classes: (e.g. Nov. 1 – Feb 15, or may vary; day/night of week available)

Class Hours and Length: (e.g. 6-8 p.m. 2 nights/week for 6 weeks, or similar timeframe)

Accessibility and Inclusion: HPR&LS strives to make programs, services, and facilities accessible for all individuals and families, regardless of race, color, religion, gender, national origin or ability level. Please explain how your program will be accessible and inclusive?

3. Facility and Equipment:

Facility Request: (type and amount of space needed, please list up to 2 alternate sites) time and space is not guaranteed.

Space needed (e.g. 1 basketball court, Community Center Multi-purpose room)

Specific Site(s) requested (if known)

1st Choice _____ 2nd Choice _____

Program Equipment:

Proposer to provide:

Requesting HPR&LS to provide:

4. **Qualifications and References:** Applicant must present evidence that they are fully qualified and have substantial experience in the field that they are proposing to instruct in. Attach copies of certifications, licenses and etc. Provide at least three references and attach letters to your application.

List of letters of recommendations and/or references included with this application:

- 1) _____
2) _____
3) _____

5. **Criminal History:** Have you ever been convicted of a crime, including DWI/DUI and reckless driving, but excluding minor traffic violations? Yes No

If yes, please provide:

Charge: _____

Date: _____

Place: _____

Disposition: _____

*Note: A conviction does not automatically mean that you will not be considered for an instructor position.

Applicant Representations, Acknowledgements, and Signature

_____ (initial) **NO CITY INDEMNIFICATION.** The City of Hampton cannot legally agree to any clause indemnifying the Offeror from any damages arising out of the contract or hold the Offeror harmless. The submission of a proposal constitutes an agreement by the Offeror not to request such language in a resulting contract. In compliance with this solicitation and to all the conditions imposed herein, the undersigned agrees to perform any contract awarded as a result of this solicitation. The following section shall be signed by an agent authorized to bind the company. Failure to execute this portion may result in proposal rejection.

_____ (initial) **ANTI-COLLUSION CLAUSE:**

IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID OFFEROR DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY CONTRACT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1. THROUGH 59.1-9.17 OR SECTIONS 58.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED OFFEROR HEREBY CERTIFIES THAT THE CONTRACT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, CITY HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSON, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE INTERESTED IN, THIS PROPOSAL.

_____ (initial) **DEBARMENT STATUS:** By submitting this proposal, Offeror certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor is it an agent of any person or entity that is currently so debarred.

_____ (initial) **MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR RFPs:** By submitting a proposal, Offeror agrees that if awarded a Contract under this RFP, that Offeror, and any subcontractors Offeror uses for goods or services, will be required to utilize the City's Contract. If Offeror submits its own agreement for use, the City reserves the right to change any terms of the Offeror's agreement required for the City to meet its obligations under Virginia, local, and Federal law or regulations.

By signing this application, I certify that the information given in response to the foregoing questions is true and correct and that I have not knowingly withheld or misrepresented any material fact herein. Any false information given herein shall result in the immediate rejection of this application or shall be grounds for immediate dismissal if discovered after being hired. I understand that the City of Hampton, Parks, Recreation, and Leisure Services Division Tourism will thoroughly investigate any information given to them during the application and selection process. I authorize any former employer(s), law enforcement agency, educational institution or any person or organization to provide information about me and release all concerned from all liability in connection therewith. I understand that my contract with the City is conditioned upon being physically able to perform the essential functions of the contracted, with or without reasonable accommodation. I further acknowledge, understand, and agree to be bound by the conditions set forth above and to the RFP Terms and Conditions, including the General Terms and Conditions therein.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____