



PARKS & RECREATION

Request for Proposals for Parks, Recreation, and Leisure Services Love Your City Event Awards

PURPOSE: The City of Hampton Parks, Recreation & Leisure Services Department is seeking proposals to bring new events to the City or to significantly augment existing events held in the City. The Love Your City concept seeks to enhance family resiliency within the community by creating opportunities for the entire family to enjoy and improve quality of life for Hampton residents and visitors.

APPLICATION DUE DATE: All proposals are due by February 14, 2023 at 4pm.

SUBMIT APPLICATIONS VIA US MAIL OR EMAIL TO:

City of Hampton Parks, Recreation, & Leisure Services
Attn: Tamara Bullock
22 Lincoln Street 5th Floor, Hampton, Virginia 23669
Email: tamara.bullock@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, email, facsimile, or any other means of electronic transfer 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. The City of Hampton, hereafter referred to as “the City”, reserves the right to accept or reject any and all proposals in whole or in part and waives any informality in the competitive negotiation process. Further, the City reserves the right to enter into any one or more contracts deemed to be in its best interest. The entire contents of the RFP, and addenda, offeror’s proposal and negotiated changes shall be incorporated by reference into any resulting contract.

The City of Hampton does not discriminate against faith-based organizations or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

REQUEST FOR PROPOSALS – NON-PROFESSIONAL SERVICES “LOVE YOUR CITY” EVENTS

I. OVERVIEW

The City of Hampton (the “City”) is seeking proposals to bring new events to the City or to significantly augment existing events held in the City. Such events are meant to complement the City’s existing annual events and support the “Love Your City” concept which seeks to enhance family resiliency within the community by creating opportunities for the entire family to enjoy and to improve quality of life for Hampton residents and visitors through quality public gatherings. Proposals which demonstrate the ability to attract out of town guests and generate overnight hotel stays will receive a higher score during evaluation.

Offerors should consider Hampton’s abundant natural resources, unique cultural opportunities, and extensive rich history when designing unique event experiences to both positively impact the quality of life, improve family resiliency, and generate economic impact.

This RFP may include a one-time event, or a limited-run/seasonal series of same theme (e.g., “Fall Concert Series,” “Movie Mondays in May,” etc.) occurring in the City of Hampton. The event must occur after March 15, 2023 and should not conflict with other established events in the City of Hampton. Proposals are not accepted for events that have already occurred.

The RFP is aimed at encouraging fresh, new event ideas or significantly augmenting existing events. Events may include a wide range of activities of value to the City, that are built on strengths of the community, inclusive of a broad range of audiences, and which further the strategic priorities objectives of the City. Funding is intended to help establish new events or to significantly augment existing events to attract new audiences, it is not intended to be long-term or recurring funding. As such, organizations should not come to rely on this initial funding in the years to come. Instead, organizations should use it to help establish and grow their events toward self-sustainability, with the understanding that preference will be given to new events and existing events that significantly augment the features and activities offered in comparison to the previously-held event.

Proposals will be accepted from non-profit and for-profit organizations. A total of up to \$30,000 will be awarded to proposal(s) meeting established criteria, and the City may select one or more recipients for different amounts of award funding under this RFP. The recipient(s) is required to provide a minimum match of 50% of the total awarded amount where only up to 25% of that may be matched with labor/volunteer hours. For example, if the City provides a \$5,000 award, the applicant must demonstrate match resources of at least \$2,500 that enhance the event, with no more than \$1,250 of that being from volunteer/labor hours. The match provided must have a direct relationship with the event being undertaken and may be demonstrated in payments to direct service providers such as for equipment rental; or, sponsorship payments received, donations, or documented volunteer labor hours (based on current rate under <https://independentsector.org/resource/value-of-volunteer-time/>) for the day(s) of the event.

All funding allocations are subject to the availability of City funds. Fifty percent (50%) of the total awarded funding will be provided upon award decision and processing time, with the remaining amount provided following the City’s approval of the required Close-Out Reporting Information. The City may choose one, more than one, or no recipients for funding through this RFP process.

Funds are intended to support event features and activities for the public, and cannot be used for:

- a. alcoholic beverages;
- b. cash give-a-ways, gift cards, prizes, pre- and post-event activities (i.e., meals);
- c. purchase of equipment (rentals are permitted);
- d. “salaries” or personal payments to event organizers, committee members, volunteers or others;
- e. personal expenses (i.e., mileage, travel related expenses, meals); or
- f. non-contracted monetary donation to outside parties (i.e., donations to charities, honorariums to partnering agencies, boards or commissions, guests not performing a viable service to the event).

Award is conditioned on at least a portion of the event or festival being free and open to the public. Events or festivals may charge admission to certain aspects or portions of the event/festival but should also provide a free component to ensure that all citizens have the opportunity to participate. Detail on the proposed admission structure should be provided in the proposal. The City reserves the right to limit the amount of the funds, when necessary, for budgeted items of food, beverages, and any other individual activities.

Offerors must fulfill all requirements and regulations of Chapter 2, Article XIII of the Hampton City Code pertaining to Special Events, including obtaining special event permits, as applicable. Additional information on the [Outdoor Special Event Permit process](#) may be obtained on the City of Hampton website or by calling 757.727.6348. The application for consideration follows this Scope of Work. Offerors should fill out all sections, include all required attachments, and sign the application.

II. APPLICATION AND SUBMISSION INSTRUCTIONS

Each proposal shall be submitted to the Issuing Office and shall include the following:

1. Completed and signed application, including other attachments
2. Acknowledgement of any addenda received

Applications must be submitted utilizing the following requirements:

1. Offerors may submit applications in either hard copy or via electronic mail.
2. If submitting via electronic mail, the subject line shall include the RFP’s Item Number and the name of the Offeror. Electronic mail submissions shall be sent to tamara.bullock@hampton.gov.
3. If submitting a hard copy, applications shall be submitted in a sealed, labeled envelope or package with the RFP’s Item Number and the name and address of the Offeror. Hard copy submissions shall be sent to:
 City of Hampton Parks, Recreation and Leisure Services
 Attn.: Tamara Bullock, Business Services Division
 22 Lincoln Street, 5th Floor
 Hampton, Virginia 23669
4. All applications must be received and time stamped in the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Any application received after the specified date and time will not be considered and will be returned to the Offeror unopened.
5. Include a statement setting forth the basis for protection of proprietary information, if any, as detailed in the “Proprietary Information/Disclosure” section.
6. Offerors are encouraged to submit applications on recycled paper and to use double sided printing.

III. EVALUATION AND SELECTION OF PROPOSALS

Proposal Content Evaluation and Scoring: The following criteria and numerical scale will be used to evaluate the proposal.

CRITERIA	NUMBER
<p><i>Experience</i> Offeror demonstrates successful coordination and production of previous events. Maximum Score: 15</p>	<ul style="list-style-type: none"> • Has experience producing events of similar magnitude and demonstrates ability to accomplish successfully = 15 • Has experience producing events of smaller scale magnitude and demonstrates ability to accomplish successfully = 10 • Has produced events with limited success = 5 • Has no experience producing events = 0
<p><i>Past Performance</i> Offeror demonstrates successful completion of previous grants/contracts with the City of Hampton. Maximum Score: 5</p>	<ul style="list-style-type: none"> • Has previously received grants from or contracted with City of Hampton and completed on schedule, in accordance with agreement = 5 • Has previously received grants from or contracted with the City of Hampton and required changes in schedule or agreement to complete = 2 • Has previously received grants from or contracted with the City of Hampton and not successfully completed = 0 • Has not received grant from or contracted with the City of Hampton = 0

<p><i>Unique, Original, New Idea</i> Offeror proposes original event/festival or new element to existing festival that complements Hampton’s existing events and considers Hampton’s natural resources, cultural opportunities, and history.</p> <p>Maximum Score: 25</p>	<ul style="list-style-type: none"> • Unique, cohesive, well-executed idea which features Hampton’s natural resources, cultural assets or history and complements existing major events = 25 • Unique cohesive, well-executed idea but does not feature Hampton’s natural resources, cultural assets or history; complements existing major events = 15 • Event idea not previously executed in Hampton but one that has appeared in similar variations in Virginia or neighboring states; complements existing major events & festivals = 10 • Existing event with new component = 5 • Idea either not well formulated or not well conveyed via application = 0
<p><i>Marketing & Promotion</i> Offeror proposes comprehensive marketing and promotion plan to reach diverse audience.</p> <p>Maximum Score: 15</p>	<ul style="list-style-type: none"> • Offeror outlines comprehensive marketing plan to include social media, print, and digital communication; demonstrates excellent marketing in past events = 15 • Offeror outlines comprehensive marketing plan but does not utilize full spectrum of communication tools; demonstrates average marketing in past events = 10 • Offeror does not provide a well-defined marketing plan = 5 • No marketing plan included = 0
<p><i>Funding</i> Offeror demonstrates ability to successfully fund event and proposes a minimum 50% match in addition to the City’s requested funds.</p> <p>Maximum Score: 20</p>	<ul style="list-style-type: none"> • Detailed budget is provided outlining use of City funds and showing matching funds = 20 • Basic budget is provided showing City funds and matching funds = 15 • Provided budget shows inconsistencies, and may or may not show matching funds and outline use of City funds = 10 • No budget is provided or no matching funds are provided = 0
<p><i>Location</i> Offeror selects location of venue appropriate in size and scale for proposed event.</p> <p>Maximum Score: 5</p>	<ul style="list-style-type: none"> • Offeror demonstrates selected event venue is large enough for audience and provides adequate parking (or alternative transportation plan) = 5 • Offeror proposal shows selected location, but does not adequately accommodate event audience or provide adequate parking = 0
<p><i>Generates Overnight Stays</i> Offeror illustrates how proposed event will attract out of town guests and generate overnight hotel stays.</p> <p>Maximum Score: 10</p>	<ul style="list-style-type: none"> • Offeror provides evidence event is likely to attract tourists and generate overnight room stays = 10 • Offeror provides insufficient evidence that event is likely to generate overnight room stays = 5 • Event will not generate overnight room stays = 0
<p><i>Application Preparation</i> Offeror thoroughly addressed all questions and provided required attachments.</p> <p>Maximum Score: 5</p>	<ul style="list-style-type: none"> • Application thoroughly addresses all questions and includes all attachments = 5 • Application addresses most questions and includes most attachments = 2 • Significant documentation is missing from application with no explanation = 0
<p><i>Total Maximum Score = 100</i></p>	

IV. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are a sample of what may be included in the final contract awarded to Offeror and are subject to change.

A. TERM

If an Offeror is selected for an award under this RFP, a contract will be established for an initial period, which may be for the time period associated with one-time event, or a limited-run/seasonal series of same theme.

B. 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.

C. 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.

D. FINANCIAL REPORTING

In accepting funding, the Offeror grants the City the right to inspect and audit all books and records and to access any information necessary to confirm that the funding has been spent in accordance with the provisions of this Agreement. For example, at a minimum, for purposes of this Agreement the Offeror should retain receipts, invoices, and other documentation related to the event until the City has reviewed and approved the Offeror's submission of the Close-Out Reporting Information detailed below.

No later than ninety (90) days after completion of the event, the Offeror shall return the documentation listed in the Close-Out Reporting Information detailed below. Any funds received under this RFP which the Offeror does not spend, shall be returned to the City.

Close-Out Reporting Information: The following information must be submitted to the City within ninety (90) days after completion of the event. After review of the documentation, if more detailed information is required, that information must be provided to the City. Any organization that fails to submit the Close-Out Reporting Information detailed below, or as further requested by the City, shall not be eligible to receive LYCE funding in future years.

1. An officer of the organization having received funds through this RFP shall submit to the City a certified statement that the funds provided under this RFP were expended for the purposes identified in the proposal. The "certified statement" shall include the following:
 - a. A reconciliation of expenses detailing the disbursement of funds received via this RFP. This reconciliation should provide details such as payees, dates, amounts, and, when necessary, descriptions of expenditures.
 - b. A copy of invoices, receipts, or other supporting documentation for the expenditures listed in the reconciliation.
 - c. A signed, dated, and attested letter from the organization to the City confirming the validity and accuracy of the reconciliation.

E. EVENT POSTPONED OR CANCELLED

Should funds be awarded and then organizer fails to produce event as described and as agreed for any reason (to include inclement weather), organizer agrees to re-schedule event at the next available and agreeable date to both the organizer and the City, if feasible as agreed. Should the event be canceled as agreed rather than postponed, the post event funding balance will not be awarded nor credited for future events. At the City's discretion based on organizer's financial reporting, organizer may be asked to return any funds not already expended or owed for the event. Funds should be reserved for contingencies as needed by the organizer.

F. 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 (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.

G. INSURANCE

The City may require insurance depending upon the type of event to be provided. The Contractor shall secure any necessary insurance required by the City naming the City of Hampton as an additional insured.

H. 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 the event proposal application. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. NON-APPROPRIATION

It is understood and agreed between the Parties hereto that the City shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of the Contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under the Contract, the City shall notify Contractor of such occurrence in writing within thirty (30) days of non-appropriation, and the Contract shall terminate on the last day of the fiscal year for which (an) appropriation(s) (was) were received without penalty or expense to the City of any kind whatsoever.

N. MISCELLANEOUS

- a. **Non-Assignment.** Contractor shall not assign its rights and duties under the Contract without the prior written consent of the City.
- b. **Modification.** The Contract may only be modified in a writing executed by authorized representatives of the City and the Contractor.
- c. **Applicable Law.** The Contract shall be deemed to be a Virginia contract and shall be governed as to all matters, whether of validity, interpretations, obligations, performance, or otherwise, exclusively by the laws of the Commonwealth of Virginia. Regardless of where actually delivered and accepted, the Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.
- d. **Venue.** Any and all suits for any claims or for any and every breach or dispute arising out of the Contract shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton, or, if applicable, in the United States District Court for the Eastern District of Virginia, Newport News Division.
- e. **Extent of Contract.** The Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral.
- f. **Severability.** If any part, term, or provision of the Contract, shall be found by a court of competent jurisdiction to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity or any other provision or portion of the Contract.

EVENT PROPOSAL APPLICATION

1. Organization Information

Event Name: _____

Event Date(s): _____

Event Location: _____

Applicant/Organization: _____

Tax ID: _____

Designation: 501(c) 3 For Profit

Is applicant a minority business? YES NO

Is applicant a woman owned business? YES NO

Is applicant a small business? YES NO

SWaM Certification Number, if applicable: _____

Is applicant a faith-based organization? YES NO

Is applicant a disabled veteran business? YES NO

Check ONE: Individual Partnership Corporation LLC

Describe your organization (date established, governance structure, membership, mission, etc.).

Physical Address: _____

Mailing Address: _____

Website: _____

Contact (and title/position): _____

Telephone Number: _____

Email Address: _____

Additional Contact (and title/position): _____

Telephone Number: _____

Email Address: _____

2. Event Details

Have you reviewed the City’s Outdoor Special Event Permit process, which may include providing insurance, obtaining a promoter’s license, charges for extra duty police officers, and other fees and requirements, as applicable? Yes No

Is this a new event? Yes No

If no, describe the existing event and what enhancements, improvements, and/or new elements/features will be added to significantly augment the event.

3. Marketing

Provide a description of the target market and audience of the proposed event, as well as strategies for marketing to those audiences.

4. Budget

A total of up to \$30,000 will be awarded to proposal(s) meeting established criteria, and the City may select one or more recipients for different amounts of award funding under this RFP. Provide a complete budget describing each activity. The budget should give a total picture of your project and the resources available for it. All related costs must be covered in the budget. Where costs are not yet known, you should estimate them to the best of your ability based on market rates for goods and services. Identify the source of funding for each line item. The value and type of any in-kind contributions should be thoroughly explained. It is important that your budget figures clearly relate to what is proposed in the event description.

Match Requirements

Organizations must demonstrate matching resources of at least 50% of the value of the total awarded funds, of which up to 25% (of that 50%) may include volunteer/labor hours. For example, if the City provides funding of \$5,000, the Offeror must demonstrate either cash or matching resources as described below of at least \$2,500, with no more than \$1,250 of those resources being from volunteer/labor hours.

The match provided must have a direct relationship with the event being undertaken, and may be demonstrated in payments to direct service providers such as for equipment rental or reductions in costs; or, sponsorship payments received and donations; or, documented volunteer/labor hours as follows:

- Donated or volunteer labor is valued at the rate published by the Independent Sector (<https://independentsector.org/resource/value-of-volunteer-time/>) for Virginia in the last published calendar year. Donated or volunteer labor can account for no more than 25% of the 50% match requirement.
- Donated or discounted professional services will be valued at the full cost of the service provided. Professional services are those which an individual or group provides as part of

paid employment that are offered at a reduced rate. These services must have a direct contribution to the event in order to be counted as match.

- Reductions in cost may include discounts or donations you receive for the market price of materials and services. Price quotes for these must be obtained from at least two (2) other vendors to substantiate the value of the match.

Proposals most likely to receive approval are those which plan to utilize City funds along with other resources from their community. Therefore, you may wish to recruit volunteer labor or contact local businesses, financial institutions, and other agencies about other possible resources in support of the event.

Describe how will this event become sustainable in the future without City of Hampton funds.

Are you or your organization currently receiving any other funding or support through the City of Hampton for your organization and/or this event? Yes No

If yes, please describe any current City funding and/or support:

5. Evaluation Plan

How will you evaluate the success of your event?

6. Qualifications & References

Offeror must present evidence they are capable of organizing and producing the proposed. Please include relevant experience as an attachment - at minimum the name of two (2) prior events, as well two (2) references below. Information on relevant experience may include event websites, timelines, task lists, budgets, flyers, photographs, etc.

References

Name: _____

Organization & Title: _____

Telephone: _____

Email: _____

Name: _____

Organization & Title: _____

Telephone: _____

Email: _____

7. Offeror 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 proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth above, and as described within the RFP, including the RFP's General Terms and Conditions.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____