

REQUEST FOR QUOTATIONS (RFQ)



Issue Date: January 20, 2023

RFQ# 2023-RFQ-4021701

Title: Discover Black Charlottesville (C'ville) Social Media

Term: Two (2) years from date of final execution with the option to renew for three (3) additional one (1) year renewal terms. Renewal is contingent on funding and at the sole discretion of Albemarle County.

Issuing Agency: County of Albemarle
Purchasing Division
401 McIntire Road, Suite 248
Charlottesville, VA 22902

Using Department/Division and/or location where work will be performed: County of Albemarle, Charlottesville Albemarle Convention and Visitors Bureau

Request for Quotations will be received until **1:00 pm EST on February 17, 2023** for furnishing the Goods/Services described herein.

All inquiries for information should be directed to: (Lisa Thomas, Buyer) Email: LTHOMAS3@ALBEMARLE.ORG and CC to rfq@albemarle.org

Quotations should be submitted electronically by the stated due date and time, through the [Albemarle County Procurement Intake Form](#) on the Albemarle County Procurement Solicitations Page:
<https://www.albemarle.org/government/finance/procurement/solicitations>.

Alternatively, a secure lockbox is available, at the exterior Visitors Entrance of the Issuing Agency, labeled Vendor/Contractor Bids or Proposals Only. Quotes may be placed in this box, prior to the established due date and time for each solicitation, or may be shipped//mailed, or hand delivered directly to the issuing agency shown above.

In compliance with this Request for Quotation and to all the conditions imposed therein, the undersigned offers and agrees to furnish the Goods/Services at the price(s) indicated herein.

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Name and Address of Firm:

Zip Code: _____

Date: _____

By: _____

(Signature In Ink)

Telephone Number: (____) _____

Name: _____

Fax Number: (____) _____

(Please Print)

E-mail Address: _____

Title: _____

Virginia Contractor License No. _____

I have the authority to bind the corporation.

Class: _____ Specialty Codes: _____

SMALL, WOMAN, MINORITY AND SERVICE-DISABLED VETERAN-OWNED BUSINESS: YES; NO
IF YES ⇒⇒ SMALL; WOMAN; MINORITY; SERVICE-DISABLED VETERAN-OWNED.

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 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.

TABLE OF CONTENTS FOR RFQ# 2023-RFQ-4021701

	PAGE
I. <u>PURPOSE</u>	3
II. <u>BACKGROUND</u>	3
III. <u>COMPETITION INTENDED</u>	3
IV. <u>TERM OF CONTRACT/DELIVERY REQUIREMENTS</u>	3
V. <u>SCOPE OF WORK/SPECIFICATIONS</u>	4
VI. <u>QUOTE SUBMISSION INSTRUCTIONS</u>	5
VII. <u>EVALUATION AND CONTRACT AWARD</u>	5
VIII. <u>PRE-QUOTE CONFERENCE</u>	6
IX. <u>GENERAL TERMS AND CONDITIONS</u>	6
X. <u>SPECIFIC TERMS AND CONDITIONS</u>	6
XI. <u>METHOD OF PAYMENT</u>	7
XII. <u>PRICING SCHEDULE</u>	7
XIII. <u>ATTACHMENTS</u>	7

I. PURPOSE: The Charlottesville Albemarle Convention and Visitors Bureau (CACVB) seeks a Contractor to create social media content and connect with other content creators to be the lead voice for its Discover Black Charlottesville (C'ville) effort, highlighting Black-owned businesses and attractions while attracting Black visitors and others to Charlottesville and Albemarle County. This position will need to work collaboratively with the CACVB team, the Discover Black C'ville steering committee and the Charette Agency, which is leading the Discover Black C'ville strategy.

II. BACKGROUND: On March 26, 2022, the Charlottesville Albemarle Convention & Visitors Bureau (CACVB) celebrated the national launch of Discover Black C'ville, a community-led initiative that tells modern, historically accurate, and inclusive Black stories in Charlottesville and Albemarle County, to attract black visitors, while also promoting Black-owned businesses and attractions. The kick-off included a mural unveiling at Ix Art Park and a new digital passport to bring travelers to local, Black-owned businesses. With a clear goal to highlight Black stories told by Black people, instead of about Black people, now visitors and locals alike can learn, explore and connect online at Discover Black C'ville's website.

As an organization we recognized the need for a more open dialogue, and we have taken great strides to listen and collaborate with our Black residents. The tragic events that took place in August 2017 sparked necessary dialogues about systemic racism and propelled our community to take action to support all residents and visitors. The CACVB is working toward more equitable representation in the tourism economy by putting underrepresented voices and businesses first in the narrative. We're hopeful this work will help visitors of all backgrounds feel more welcome in Charlottesville and Albemarle County. We are extremely proud of what we have been able to achieve in a short time while recognizing that there is certainly more work to be done.

The idea for Discover Black C'ville was born in 2020 and started with a series of collaborative listening sessions in the community. The CACVB collaborated with dozens of local Black residents throughout the process to ensure wide acceptance and input from the community. The ongoing efforts are guided and informed by a steering committee, with members representing different sectors of the local tourism economy. The CACVB held a soft launch of Discover Black C'ville's landing page and social media channels in spring 2021, which was met with resounding positivity. Discover Black C'ville is an award-winning Marketing and Public Relations campaign that has incorporated community building as a major function of its strategy. Most recently, it won a Destiny Award for Community Building through the U.S. Travel Association's ESTO conference and an HSMIAI Adrian Award.

The CACVB has led this effort in-house to date with the assistance of a social media contractor on a minimal contract and through the advice of a steering committee of volunteers. The CACVB is looking to build on this success with the next phase of its effort. Charette Agency has been brought on to provide overall promotional strategy and continued community building. Since the social media contract to date has been limited, this RFQ expands that contract so more unique content may be developed.

III. COMPETITION INTENDED: It is the County's intent that this Request for Quotes (RFQ) permits competition. It shall be the Bidder's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this RFQ to a single source, or otherwise restrict competition. All comments, questions, or requests for clarification, including any notification regarding restrictions to competition, must be received by the Purchasing Agent not later than seven (7) days prior to the date set for bids to close. Bidders may not rely on any oral explanations, clarifications, or changes to the solicitation. All explanations, clarifications, or changes will be issued in written form as detailed below. The County will not be bound by any oral statements.

All inquiries and any changes to the requirements of this solicitation shall be answered by issue of written addenda to the solicitation. It shall be the responsibility of the Bidder to acknowledge all addenda by signing and returning a copy of all addenda with the quote submission or by separate acknowledgement of each addendum by number and date, in writing. Offerors are advised to contact this office to confirm the number of addenda before the date established for bid opening. All addenda will be issued in a timely manner to allow sufficient time prior to due date of the quotes.

IV. TERM OF CONTRACT/DELIVERY REQUIREMENTS:

Two (2) years from date of final execution with the option to renew for three (3) additional one (1) year renewal terms. Renewal is contingent on funding and at the sole discretion of Albemarle County.

V. SCOPE OF WORK/SPECIFICATIONS: The contractor shall:

Mandatory Qualification Requirements

Proposals must demonstrate your ability to comply with each of the items identified below. Inability to demonstrate compliance with these qualifications will result in the disqualification of your proposal

- Demonstrated knowledge of how to market to Black visitors and track success
- Demonstrated accomplishments in destination marketing, especially niche markets
- Demonstrated accomplishments in refining difficult messaging to be compelling, authentic and attract visitation
- Proven experience in social media content creation, curation and promotion
- Staff assigned to this project with relevant experience and qualifications
- Three letters of reference that can substantiate that your company has successfully conducted similar projects in the past.

Selection Criteria/Evaluation:

Proposals that meet all the mandatory qualifications as outlined above will be evaluated by the CACVB based on the following Selection Criteria.

The Charlottesville Albemarle Convention and Visitors Bureau (CACVB) seeks a Contractor to lead the social media strategy and create content for its Discover Black C'ville Facebook and Instagram channels. This content will highlight Black-owned businesses and attractions through compelling storytelling efforts and attract Black visitors and others to Charlottesville and Albemarle County.

The selected Contractor would work collaboratively with the CACVB, the Discover Black C'ville steering committee, Charette Agency and the community to identify, create, curate and promote social media content. The selected Contractor would use the knowledge gleaned from the overall strategy of Discover Black C'ville and also provide feedback as part of the strategic planning process. The selected Contractor will be well versed on the latest social media trends and make recommendations for new social media platforms for Discover Black C'ville to consider. Additionally, the selected Contractor will work with the CACVB to execute paid social media campaigns for Discover Black C'ville's channels. Engagement is critical to the success of any organization's social media efforts, so the selected Contractor should have a strategy for social media listening and have a successful history of increasing engagement with its followers.

In depth local knowledge of Charlottesville and Albemarle County are essential as these channels have built trust in the community and represent a unique viewpoint that resonates with and is supported by the local community. An awareness of local politics, history and stories will aid this contractor greatly in maintaining the established brand voice and building a greater/more engaged audience.

The selected Contractor shall have proven effective experience attracting Black visitors to a community, the ability to prove strategies are working in attraction, creating welcoming campaigns, community building experience, a proven ability to build trust, and the ability to scale marketing campaigns. The Contractor will need to fully understand the Charlottesville and Albemarle community, its complicated and difficult history and have proven tools to navigate complex topics and message in an authentic way that will be welcomed by visitors and accepted by the community.

Estimated budget for this RFP project is \$2,500 - \$3,000 per month.

REPORTING AND DELIVERY INSTRUCTIONS:

- A. The contractor shall provide the following documentation to the Executive Director for approval by the CACVB
- B. The contractor shall provide a monthly progress report to the Executive Director outlining the following:
 1. The specific accomplishments achieved during the reporting period.
 2. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.
 3. The projected completion dates for the remaining specific tasks required by the contract.

VI. QUOTE SUBMISSION INSTRUCTIONS:

- A. Quotations should be submitted electronically by the stated due date and time, or as modified by addendum hereto, through the [Albemarle County Procurement Intake Form](https://www.albemarle.org/government/finance/procurement/solicitations) on the Albemarle County Office of Procurement Solicitations Page: <https://www.albemarle.org/government/finance/procurement/solicitations>. Alternatively, a secure lockbox is available, at the exterior Visitors Entrance of the Issuing Agency, labeled *Vendor/Contractor Bids or Proposals Only*. Quotes may be placed in this box, prior to the established due date and time for each solicitation, or may be shipped//mailed, or hand delivered directly to the issuing agency shown above, by not later than the date and time established herein or as modified by an addendum hereto. *Regardless of the method of delivery, it shall be the Bidder's responsibility to ensure timely and accurate delivery. Bids delivered to the wrong location or received in the specified location late will not be considered.*
- B. Quotes must be provided by submission on the County forms and shall include acceptance of all County Terms and Conditions, expressly stated herein or incorporated by reference. Quote submission must include fully executed Attachments A, B, C, D, G along with narrative response to any technical factors listed in VI. B, below.
- C. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFQ shall belong exclusively to the County and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of *Virginia Code 2.2-4342(F)*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire quote document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.
- D. All costs of proposal preparation and presentation shall be borne by each offeror. The County is not liable for any cost incurred by the offeror prior to issuance of a contract.
- E. AUTHORITY TO TRANSACT BUSINESS: Pursuant to *Virginia Code § 2.2-4311.2* and in accordance with Title 13.1, Title 50, or as otherwise required by law, 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 by the State Corporation Commission to transact business in the Commonwealth as a domestic or foreign business entity and shall maintain registration as current throughout the life of the awarded contract. Attachment C applies, an executed copy of which shall be included with your quote submission.

VII. EVALUATION AND CONTRACT AWARD:

- A. Timely received quotes will be evaluated in accordance with the criteria set forth below.
Basis for Contract Award: The Contract, if awarded, will be awarded to the Offeror whose quote is considered to provide the best value to the County, provided the offered quote is reasonable and is in the best interest of the County to accept it and subject to the County's right to reject any and all offers and to waive an informality in the offer. Evaluation will be based on price and price related factors, as well as technical criteria as follows:

- Technical evaluation consisting of: a. Demonstrated Experience Relevant experience in performing services similar to those described above for similar community or destination clients with clear, demonstrated impact (both effective in marketing and effective in community building) **20 points**

- Quality of Approach & Performance Metrics :Thorough and creative plan proposed to accomplish Scope of Services with demonstrated ability to execute said proposal in a timely fashion on a monthly basis and with collaborative feedback. **25 points**

- Organizational capability :Commitment, capability and expertise of the specific staff to be assigned to this account **15 points**

- Resources evaluation : Evaluation of the adequacy, appropriateness, effectiveness and reasonableness of the resources proposed by the firm to accomplish the scope of services and tasks set forth. **20 points**
- Cost evaluation :Evaluation of the cost proposed **20 points**

Interview/Oral Presentation:

Interviews/Oral Presentation of finalists may be conducted at the discretion of the CACVB. The interview/oral presentation will allow finalists to elaborate on information included in their proposals. Key personnel directly responsible for the project will participate in the interview/oral presentation. Costs incurred by the finalists for preparation and participation in the interviews/oral presentations including but not limited to travel and staff time shall be the sole responsibility of each finalist.

- B. **THE CONTRACT:** The successful Offeror(s) shall be issued a County Prepared Purchase Order (PO) or may be awarded a contract in such form, terms and conditions if found at Attachment H hereto. **A County PO must be accepted by the awardee or, when used in lieu of a PO, the County contract shall be signed by the parties as a requirement to receive an award pursuant to this solicitation.** Any Offeror that requires, as policy of the Offeror, certain terms and conditions to be included in the contract shall provide such with the written proposal submission. Albemarle County Terms and Conditions shall take precedence over any conflicting Offeror terms and conditions. The County reserves the right to make multiple awards to multiple contractors, including awards at line item pricing levels, as determined to be to the best advantage to the County.

VIII. **PRE-QUOTE CONFERENCE:** No Pre-Quote Conference

IX. **GENERAL TERMS AND CONDITIONS:**

- A. Refer to the General Terms and conditions located online at <https://www.albemarle.org/government/finance-and-budget/procurement/general-terms-and-conditions>.

X. **SPECIFIC TERMS AND CONDITIONS:**

- A. **ADDITIONAL SITES:** The County of Albemarle reserves the right to add additional sites during the term of this contract as needed. When sites are added, all awarded Contractors will be contacted, and pricing will be requested. The additional site will be awarded to the contractor who submits the lowest pricing based on the requirements of that request. A contract modification will then be completed.
- B. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County of Albemarle, whichever is sooner. The agency, its authorized agents, and/or the County of Albemarle shall have full access to and the right to examine any of said materials during the said period.
- C. **AWARD TO MULTIPLE OFFERORS:** The County of Albemarle reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the Offeror(s) meeting the requirements of the solicitation. The County of Albemarle reserves the right to conduct any tests it may deem advisable and to make all evaluations. The County of Albemarle also reserves the right to reject any or all offers, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- D. **CONTRACTOR LICENSE REQUIREMENTS:** State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the County of Albemarle
- E. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement

by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

- F. COOPERATIVE CONTRACTING: This procurement is being conducted by County of Albemarle in accordance with the provisions of *Virginia Code* § 2.2-4304. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Albemarle County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of an Albemarle County contract. The County of Albemarle assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification

- G. ERROR IN EXTENSION OF PRICES: In the case of error in the extension of prices the unit price shall govern.

- H. INSPECTION OF JOB SITE: The vendor is responsible for thorough examination of the documents and the project site prior to offering. Contractors will not be allowed extra compensation for conditions which could have been determined by examination of the documents and/or the site prior to submission of offers.

- I. ORDERING OPTION: The County of Albemarle, may during the first sixty (60) days after this contract is awarded, with the concurrence of the contractor, place additional orders under the contract at the original unit price through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the contract.

- J. RENEWAL OF CONTRACT: Contract shall be for two (2) years from final execution with the option to renew under the terms of the original agreement for up to three (3) additional one (1)-year terms if agreed upon in writing by both parties. Prior to the expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases shall be limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, Other Services, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.

- XI. METHOD OF PAYMENT: Invoices shall be submitted directly to the CACVB on a monthly basis, the awarded vendor will be paid within forty-five (45) days from the receipt of invoice after services are rendered and invoice approved by the CACVB.

- XII. PRICING SCHEDULE: Offeror shall include pricing and delivery information on ATTACHMENT A, QUOTATION FORM.

XIII ATTACHMENTS:

ATTACHMENT A	Quotation Form
ATTACHMENT B	Offeror Data Sheet
ATTACHMENT C	State Corporation Commission & Registered Agent Form
ATTACHMENT D	Certification of No Collusion
ATTACHMENT E	Not Used
ATTACHMENT F	Insurance Requirements
ATTACHMENT G	Proprietary/Confidential Information Identification
ATTACHMENT H	Sample Contract Form

QUOTATION FORM

Title: Discover Black Charlottesville Social Media
RFQ#: 2023-RFQ-4021701

Total Fixed Lump Sum for Ongoing Cost of Monthly Social Media content, curation and promotion for Discover Black C'ville as per all terms, conditions and specifications herein.	\$ _____ (Basis of Award)
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Note: Estimated budget for this RFP project is \$2,500 - \$3,000 per month.

A County PO must be accepted by the awardee or, when used in lieu of a PO, the County contract shall be signed by the parties as a requirement to receive an award pursuant to this solicitation.

PRINTED NAME: _____

SIGNATURE: _____

BUSINESS NAME AND ADDRESS:

DATE: _____

ATTACHMENT B

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your quotation nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
B.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
C.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
D.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

STATE CORPORATION COMMISSION & REGISTERED AGENT FORM

Virginia State Corporation Commission (SCC) registration information.

Code of Virginia § 13.1-757. A foreign corporation may not transact business in the Commonwealth until it obtains a certificate of authority from the Commission.

The Offeror:

<input type="checkbox"/>	is a corporation or other business entity with the following Virginia SCC identification number: _____ -OR-
<input type="checkbox"/>	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust - OR-
<input type="checkbox"/>	<p>is not required to obtain a certificate of authority from the Virginia SCC, pursuant to <i>Virginia Code</i> § 13.1-757(B) because its sole contact(s) with the Commonwealth consist(s) of:</p> <ol style="list-style-type: none"> 1. <input type="checkbox"/> Maintaining, defending, or settling any proceeding; 2. <input type="checkbox"/> Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs; 3. <input type="checkbox"/> Maintaining accounts in financial institutions; 4. <input type="checkbox"/> Maintaining offices or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities; 5. <input type="checkbox"/> Selling through independent contractors; 6. <input type="checkbox"/> Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this Commonwealth before they become contracts; 7. <input type="checkbox"/> Creating or acquiring indebtedness, deeds of trust, and security interests in real or personal property; 8. <input type="checkbox"/> Securing or collecting debts or enforcing deeds of trust and security interests in property securing the debts; and holding, protecting, or maintaining property so acquired; 9. <input type="checkbox"/> Owning, protecting, and maintaining property; 10. <input type="checkbox"/> Conducting an isolated transaction that is completed within 30 consecutive days and that is not one in the course of similar transactions; 11. <input type="checkbox"/> For a period of less than 90 consecutive days, producing, directing, filming, crewing or acting in motion picture feature films, television series or commercials, or promotional films that are sent outside of the Commonwealth for processing, editing, marketing and distribution. The term "transacting business" as used in this subsection shall have no effect on personal jurisdiction under § 8.01-328.1; or 12. <input type="checkbox"/> Serving, without more, as a general partner of, or as a partner in a partnership which is a general partner of, a domestic or foreign limited partnership that does not otherwise transact business in the Commonwealth; or 13. <input type="checkbox"/> Transacting business in interstate commerce. -OR
<input type="checkbox"/>	<p>is an out-of-state business entity that is including with this bid <u>an opinion of legal counsel</u> which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel to this form.</p>

Registered Agent Information

Please specify the Registered Agent who will accept service of process on your behalf.

Agent Name: _____

Physical Address (no Post Office Boxes):

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and bid to which this Certification of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 atseq.)

Signature of Company Representative

Name of Company

Date

CODE OF VIRGINIA

&18.2-498.4. Duty to provide certified statement. A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

