

DRAFT-Revised

Mt. San Antonio College 1100 N. Grand Avenue Walnut, CA 91789

Request for Proposals

for

Event Marketing and Management Services

RFP #3169

Proposals Due: November 1, 2017 – 2:00 pm

Event Marketing and Management Services

The Mt. San Antonio Community College District (Mt. SAC) is seeking proposals from qualified providers of event marketing and management services to assist in the planning, marketing, and management of the 2020 USA Olympic Track and Field Team Trials event (The Event), which will be held on the Mt. SAC campus, June 2020.

All responses must be received by the Purchasing Department on or before:

November 1, 2017 - 2:00 pm

Proposals must be delivered to:

Mt. San Antonio College Purchasing Dept. Building 4 - Room 1385 1100 N. Grand Avenue Walnut, CA 91789

1. PROJECT OVERVIEW

Mt. SAC bid for, and was awarded, hosting rights for the 2020 Olympic Track and Field Team Trials to be held at Hilmer Lodge Stadium in Walnut, California. The trials occur on eight days spanning a 10-day period, June 19 - June 28, 2020, and are expected to draw an estimated 18,000 spectators daily. There are two "dark days" during this period which are available for other event-related engagement opportunities.

Overall operation of the The Event at Mt. SAC will be subject to oversight and influence from the United States Olympic Committee (USOC), USA Track and Field, Inc. (USATF), the National Broadcasting Company (NBC), Mt. SAC, and the Local Organizing Committee (LOC). The LOC is comprised of selected members of Mt. SAC and surrounding community members. Meet management and athletic contests are the responsibility of the USATF and USOC.

Hilmer Lodge Stadium is currently undergoing a complete reconstruction with completion projected for December 2019. The winning bidder is expected to produce a comprehensive solution for Mt. SAC based primarily on venue construction drawings initially, with in-progress site visits throughout construction.

Mt. SAC is seeking a seasoned partner to provide comprehensive solutions for branding, marketing, sponsorship acquisitions, and event management services based on the criteria identified herein. The solutions provided by the winning bidder must conform to the criteria identified in the USATF RFP document (Addendum A) that formed the basis of the winning host agency bid submitted by Mt. SAC. Services rendered by the winning bidder are also subject to review and approval by the

aforementioned organizations. Anticipated contract term shall commence in December 2017 and continue through July 2020.

2. BACKGROUND

Mt. San Antonio College is among the largest of California's 113 community colleges. Located in the city of Walnut, 25 miles east of Los Angeles, Mt. SAC serves nearly 20 communities and one million residents in the San Gabriel Valley. Since Mt. SAC opened its doors in 1946, it has provided quality and affordable educational opportunities to students of all ages. Today, Mt. SAC offers more than 200 degree and certificate programs and has earned statewide and national distinction in a number of disciplines. Our alumni have distinguished themselves in both the private and public sectors.

Olympic track and field trials in Los Angeles were last held in 1968, when Mt. SAC hosted the Olympic Track and Field Team Trials for women.

Additional detailed information regarding Mt. SAC is available at http://www.mtsac.edu/about.

3. SCOPE OF WORK

Provide detailed information on how your organization can meet each of the criteria, 3.1 through 3.4 below, including methodologies to be used for this project. Indicate any information or resources Mt. SAC would be expected to provide in order for your organization to complete the following scope of work. Provide examples of past work in the following areas that may be used by the selection committee in determining a best-fit vendor. Give specific examples of services and be as detailed as possible. Mt. SAC seeks to award a contract to the vendor with the most comprehensive solution in the following areas:

3.1 **Branding**

Working in conjunction with Mt. SAC and the LOC, create an attractive brand for The Event that includes and is not limited to the following design deliverables:

- Event Logo
- Website design & hosting
- Web Assets
- Tickets
- Medals
- Event Signage & Wraps
- Apparel
- Souvenirs
- Programs
- Promotional Items

Print Advertisements

3.2 **Marketing Strategy**

Develop and execute a marketing strategy that creates excitement about The Event as well as promotes ticket sales, sponsorships, and other revenue-generating sources. Usage of multiple marketing channels such as print, web, outdoor and social media are expected. Additional channels may be explored with Mt. SAC and the LOC during the length of the project. Create and implement a plan for fan engagement both inside and outside the athletic contest area.

3.3 Event Sponsorship: Ad Acquisition and Additional Revenue-Generating Sources

Subject to the guidelines established by the USATF and USOC as described in Addendum A, partner with Mt. SAC to identify and secure event sponsorships, advertisers, and additional revenue-generating sources. While ticket sales comprise a large percentage of total revenue, Mt. SAC is interested in maximizing revenue from non-ticket sources as well.

3.4 **Event Management**

Provide a comprehensive and holistic solution for overall event & site management, including but not limited to:

Event Overlay Design

Establish a comprehensive plan to integrate this event into the newly rebuilt Hilmer Lodge stadium. Close coordination and collaboration is required to meet the requirements set forth by the USATF, local and national broadcasters, Mt. SAC, and the LOC to ensure that all event architecture is optimally suited to provide the best fan experience.

Masterplan Design

As this will be the largest attended event at both Mt. SAC and the surrounding community to date, diligent planning and coordination is needed with local authorities, including, but not limited to, law enforcement, life safety agencies, city management and zoning authorities, and community leaders to ensure a successful event.

Event Operations

Working closely with Mt. SAC and the LOC, develop and implement plans and services to address overall event operation needs. Operational areas include, but are not limited to: space programming, crowd management and circulation, site security, emergency and evacuation plans, temporary seating plans, food service operations, scheduling, cost estimating, electrical and temporary structure planning, service staff logistics, and event summaries.

Signage and Wayfinding

 Develop and implement a signage and wayfinding plan that maximizes circulation both for guests and staff while maintaining the overall

4. SUBMITTAL INFORMATION AND SUBMITTAL SCHEDULE

All submittals shall be in the form and formatted as specified in this RFP. Submittals which do not include all of the elements, as specified, or which deviate from the proposed format and content as specified, may be deemed "non-responsive" by the evaluation committee and eliminated from further consideration.

The District may modify the RFP prior to the deadline for submittals by issuance of an addendum.

Submittal questions must be in writing and be directed to Teresa Patterson via email at tpatterson@mtsac.edu with the subject line indicating "Question(s) for Event Management Services RFP." If questions are submitted after the deadline, they will not be answered and firms must provide a submittal using the information in the RFP and any addenda provided.

Request for Proposals Submittal Schedule

Issue RFP October 3, 2017

Submit written questions October 13, 2017 - 2:00 pm

Issue Addendum responding to questions October 17, 2017

Proposals Due November 1, 2017 - 2:00 pm

Proposals Reviewed by Committee

November 2 – 7, 2017
Interviews/Presentations

November 14 - 15, 2017
Board Meeting Date

December 14, 2016

The delivery package must be clearly marked with the RFP title, Firm's name and address, contact name, email, and phone number.

Late submittals will be returned without evaluation and proposer will not qualify for consideration. It is the proposer's responsibility to ensure submittals are received on or before the deadline and at the identified location. Third party carriers are routed through the warehouse and may experience delay from carriers stated delivery timeframe. Hand delivery should include time allowances for limited parking or other potential obstacles to reaching the delivery location in a timely manner.

Submittals may be withdrawn at any time before the deadline by written request of person signing the Certification. Any proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to furnish the District with the services set forth in the attached Scope of Work until a Proposal has been duly submitted and accepted by the District Board of Trustees. Board action on Proposals will normally be taken within ninety (90) days of receipt of Proposals; however, no guarantee or representation is made as to the time between receipt of Proposals and subsequent Board action.

5. INSTRUCTIONS FOR SUBMITTING PROPOSALS

Firms shall submit written proposals as follows: One (1) original, seven (7) hard copies, and one copy on a flash drive or CD. Hard copies shall be formatted on standard 8 $\frac{1}{2}$ x 11 white paper with each page clearly numbered on the bottom. The original copy shall be marked "original" and must be wet signed by person authorized to bind the firm.

All submittals shall be in the form and format as specified in this RFP. Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed "non-responsive" by the evaluation committee and eliminated from further consideration.

6. Format of Proposal:

The proposal shall be bound or provided in a 3-ring binder and contain the numbered Tabs as indicated below.

The front cover shall contain the name of the company and RFP number. The original package shall be marked "Original" on the front cover.

Include a cover letter giving an overview of your company and how your company is best suited to the needs of Mt. SAC and this particular event.

Tab #1: Minimum Qualifications

All bidders must be sole-source event service providers with a minimum of five (5) years' experience in event planning and management for large, national, televised events. Proposals shall include statements of qualifications that describe:

- Include a cover letter giving an overview of your company and how your company is best suited to the needs of Mt. SAC and this particular event.
- Explain your organization's relevant qualifications and experience. Identify key members from your team who will be working on this project. Include their roles, experience and resumes.

Tab #2: Scope of Work

- Provide detailed information on how your company proposes to meet each of the criteria in Section 3.1 through 3.4, including descriptions of similar projects successfully completed in the last five (5) years.
- Provide any information or resources Mt. SAC would be expected to provide in order for you to complete the scope of work.

- Identify any additional areas to the scope of work identified above that your company believes are value-added services which may be essential to a successful event. These services shall not be included in the base price and must be identified separately, with separate costs identified, if applicable.
- Identify any items in Section 3 Scope of Work that are not included in your proposal.

Tab #3: Compensation

- Provide a fee estimate of your total proposal for the anticipated contract term.
 Include individual pricing for the various areas identified within the scope of work.
- Provide a preliminary payment schedule

Tab #4: References

- Provide a minimum of five (5) Professional references for which the same or similar event services were performed. Include the following:
 - o Client's full name, address, telephone number, and contact name.
 - o A detailed description of the service provided.

Tab #5: Contract Terms

Respondents must thoroughly review the Terms and Conditions listed in Section 11 prior to submitting their response to this RFP. Respondent's acknowledgment of its full and complete acceptance of the Terms and Conditions is one element of the selection process.

List any exceptions to Mt. SAC's Terms and Conditions.

7. SELECTION PROCESS

The District anticipates that a selection committee will review the submitted proposals and establish a "short-list" of firms for further consideration. Selected firms will be requested to make a verbal presentation of their qualifications and proposals to the selection committee for the proposed services. All expenses related to presenting proposals to the District are to be borne by the vendor. All bidders will be evaluated and ranked based on quality and creativity of the products and services, responses from references, "best fit" (see Section 9), cost and demonstrated ability to meet RFP specifications and requirements. The selection committee will make a recommendation for a contract award.

The recommendation by the selection committee is not binding on the District. Formal award of any services contract will be in effect after official notification by purchase order from the District. The District reserves the right to waive minor irregularities in the solicitation process. The District may award one or more agreements, or no agreements, as a result of this Request for Proposals process.

8. EVALUATION & ACCEPTANCE OF PROPOSALS

The District reserves the right to reject any and all Proposals, to amend the RFP and the RFP process, and to discontinue or reopen the process at any time. The Proposals will be evaluated based on each Respondent's qualifications, relevant experience, and proposed services and cost.

9. BASIS OF AWARD

In addition to the evaluation/selection criteria specified in Section 7, the District intends to use "most advantageous" and "best fit" as the basis of award. There is no guarantee expressed or implied that the District will provide a contract for services to all or any of the Respondents that submit a Proposal in response to this RFP.

10. SELECTION CRITERIA

The District retains the sole discretion to determine issues of compliance and to determine whether a submitted Proposal is responsive, responsible, and qualified.

The recommendation of the selection committee of a specific firm will be based upon the ability of the provider to achieve the District's objectives, demonstrated competence, qualifications and best fit to perform services that will be most advantageous to the District, at a fair and reasonable price. The District's selection committee will utilize several evaluation criteria but will be primarily focused on the Respondents' information provided in response to sections 3 and 6 of this RFP.

The District reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received by the first submission date may or may not be rejected by the District depending on available competition and timely needs of the District. There is no obligation on part of the District to award the contract to the lowest priced consultant, and the District reserves the right to award the contract to the lowest responsible consultant submitting a responsive proposal with a resulting Agreement, which is most advantageous, and in the best interest of the District. The District shall be the sole judge of the proposals and the resulting agreement that is in its best interest and its decision shall be final.

The District reserves the right to make such investigation, as it deems necessary to determine the ability of any vendor to perform the work or service requested. The vendor shall provide information the District deems necessary to make this determination, if requested. Such information may include, but shall not be limited to, current financial statement by an independent CPA; verification of availability of personnel; and past performance records.

The District may enter into negotiations. If negotiations with any selected Respondent are not successful, the District may negotiate and execute an agreement with another qualified Respondent.

11. STANDARD TERMS & CONDITIONS

| General Provisions for Work and Services For Purchase Order # | | |
|---|--|--|
| | services is made by and between n Antonio Community College District (District) as of | |
| • | | |

Mt. San Antonio Community College District

- 1. <u>TERM</u>: The term of any agreement shall be sufficient to allow for successful completion of the project.
- 2. <u>SERVICES</u>: Subject to the terms and conditions set forth in this Agreement, Vendor shall provide to the District, Services as described in the Purchase Order and/or Vendor's Proposal and made a part of this Agreement. Vendor agrees to keep the District regularly informed on the progress of work performed under this Agreement. The District has the right to approve personnel assigned to perform these services.
- 3. <u>COMPENSATION</u>: The District will pay Vendor as specified in the Purchase Order. No increase in amount or scope of services is authorized without formal written amendment to the Agreement.
- **TERMINATION:** This Agreement may be terminated by the District, at its sole discretion, upon ten-day advance notice to the Vendor or canceled immediately by written mutual consent. In the event of termination, Vendor shall be entitled to compensation for services performed to the effective date of termination.
- **CONFLICTS OF INTEREST:** To avoid any potential conflict of interest, Vendor represents that it does not employ or retain the services of any spouse or family member of any District employee, nor has it furnished any financial compensation for the pursuit of business with the District.
- 6. INDEPENDENT CONTRACTOR STATUS: This Agreement is by and between the District and an independent contractor and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. As an independent contractor, Vendor will be solely responsible for determining the means and methods for performing the services described herein. Vendor will assign the staffing it proposes to use.

Vendor shall be responsible for deducting all federal, state, and local income taxes, FICA and other charges, if any, to be deducted from the compensation

of Vendor's employees. Nothing in this Agreement shall be interpreted as creating or establishing a relationship of employer and employee between the District and Vendor or any employee or agent of Vendor. Each and every person providing services to the District under this Agreement shall, at all times, remain an employee of Vendor.

Vendor's employees shall not, at any time, or in any way, be entitled to sick leave, vacations, retirement, or other fringe benefits from the District, nor shall they be entitled to overtime pay from the District. Vendor is solely responsible for paying all necessary State or Federal tax for itself and its employees.

The District will make no State or Federal unemployment insurance or disability insurance contributions on behalf of the Vendor and/or its employees. Neither Vendor nor its employees shall be included in the classified or faculty service, have any property rights to any position, or have any of the rights an employee of the District may otherwise have in the event of termination of this Agreement.

The District further understands and agrees that Vendor is engaged in an independent business and the District shall have no right to direct or control in any way or to any degree the manner of Vendor's performance hereunder. Vendor understands that it is not authorized and shall not make any agreement, contract or representation on behalf of the District or create any obligation, express or implied, in the part of the District.

- 7. NON-ASSIGNABILITY: This Agreement is not assignable by the parties hereto without the express advance written consent of the other party. If assigned, this contract shall inure to the benefit of, and be binding upon, the heirs, legal representatives, successors and assigns of each party hereto.
- 8. INDEMNIFICATION: The Vendor shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connection with the operations or the services of the Vendor hereunder, resulting from the conduct, negligent or otherwise, of the Vendor, its agents or employees. The District shall defend, save harmless and indemnify the Vendor and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of District hereunder, resulting from the conduct, negligent or otherwise, of District, its agents, servants, employees or subcontractors hereunder.
- **9. FORCE MAJEURE:** Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties,

and official, governmental and judicial action not the fault of the party failing or delaying in performance.

- 10. COMPLIANCE WITH APPLICABLE LAWS: Vendor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Vendor represents and warrants to District that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Vendor represents and warrants to District that Vendor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective business or profession. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid local business licenses that are required.
- 11. <u>NON DISCRIMINATION</u>: Vendor agrees that it will not unlawfully discriminate on the basis of race, color, religion, gender, national origin, age or medical condition, sexual orientation or marital status or any other characteristic protected by law in the delivery of programs or services set forth herein.
- **MARRANTY:** Vendor shall diligently and carefully perform all work required hereunder in a good and workmanlike manner according to the standards observed by a competent practitioner of the profession in which Vendor is engaged in the geographical area in which Vendor practices its profession, and shall furnish all labor, supervision, materials, equipment and supplies necessary therefore.
- **INSURANCE:** Vendor shall at all times during the term of this Agreement, or any extension thereof, maintain comprehensive general and auto liability insurance coverage in the amount of \$1,000,000 per occurrence and in the aggregate for all claims made during any one policy year.

The Vendor's insurance carrier must carry an "A" rating.

Proof of Insurance: Proof of insurance shall be delivered to the Vice President, Administrative Services prior to the contract beginning date.

- Certificates and insurance policies shall include the following clause:
 "This policy shall not be cancelled or reduced in required limits of liability or an amount of insurance until notice has been mailed to the Mt. SAC. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."
- 2. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice.

- 3. Certificates of insurance shall clearly state that the Mt. San Antonio College and its board members, officers, agents, employees and servants are named as additional insureds under the policy described and that such insurance afforded thereby to the District, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the District or its officers and employees have other insurance or self-insurance against a loss covered by such a policy, such other insurance shall be excess insurance only. Vendor shall provide Mt. San Antonio College with the endorsement to the policy that names Mt. San Antonio College as additional insured.
- WORKER'S COMPENSATION INSURANCE: Vendor agrees to comply fully with all provision of all applicable workers' compensation insurance laws, and shall procure and maintain in full force and effect worker's compensation insurance covering its partners, employees and agents while said persons are performing services pursuant to this Agreement. In the event that an employee of Vendor performing this Agreement files a worker's compensation claim against the District, Vendor agrees to defend and hold the District harmless from such claim.
- 15. ENTIRE AGREEMENT; NO WAIVER: This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

Except as otherwise provided by this Agreement, no supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound thereby. A waiver of any breach or any of the covenants, terms or provisions of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other covenant, term or provision. When there is a conflict between the Vendor's bid Proposals Terms and Conditions and the District's, the District's shall supersede.

16. OWNERSHIP OF WORKS FOR HIRE: All matters produced under this Agreement shall be works for hire and shall become the sole property of the District. Said works cannot be used for any other client or purposes without the District's expressed written permission. District shall have all right, title and interest in said matters, including the right to obtain and maintain the copyright, trademark, and/or patent of said matters in the name of the District.

- **17. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 18. <u>VENUE</u>: In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Los Angeles or in the United States District Court for Southern District of California.
- 19. <u>NO THIRD PARTY BENEFICIARIES</u>: Nothing in this Agreement shall be construed to create any duty, standard of care, or liability to anyone other than the Parties to this Agreement. No one is an intended third-party beneficiary of this Agreement.
- 20. <u>ATTORNEYS FEES</u>: If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 21. <u>CAPTIONS</u>: The captions used herein as headings of the various paragraphs and subparagraphs hereof are for convenience only, and the parties agree that such captions are not to be construed as a part of the Agreement or to be used in determining or construing the intent or context of this Agreement.
- **22. COUNTERPARTS:** This Agreement may be executed in any number of counterpart copies, all of which shall constitute one and the same Agreement and each of which shall constituted an original.
- **23. SEVERABILITY**: If any of the provisions or portions thereof of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected thereby.

Exhibit A

Statement of Compliance

Event Marketing and Management Services (RFP #3169)

Sealed Proposals: All proposal sheets and this original acknowledgement form must be executed and submitted under sealed cover. The face of the cover must contain, in addition to the address, the date and time of the proposal opening and the proposal number. All proposals are subject to the conditions stated within the RFP. Proposal must contain a manual signature of authorized representative in the space provided below. **Proposals must be typed or printed in ink**. Use of erasable ink is not permitted. All corrections made to the attached proposal must be initialed. The company name must appear on each page of the proposal. Each page of the proposal must be sequentially numbered. Proposals that do not follow the outline, or proposals submitted with incomplete information, may be considered non-responsive and lead to disqualification. One (1) original, seven (7) copies, and one (1) copy on a flash drive or CD must be provided.

I certify by my signature below that I have been given Mt. San Antonio Community College District's RFP #3169, and the instructions for submitting a proposal. I further certify that I am authorized to bind the Firm noted in this submittal in response to this request and that I am authorized to commit the Firm to the submittal, and will submit said proposal prior to **2:00 p.m., November 1, 2017.**

| I acknowledge the following addenda(s) | | |
|--|-------|--|
| Firm Name: | | |
| Firm's Address: | | |
| Phone: | _Fax: | |
| Contractor's License No | | |
| E-Mail: | | |
| Printed Name/Title | | |
| Signature | | |

Statement of Compliance must be completed and submitted along with the Proposal, otherwise bidders submission will be considered non-responsive.

Certifications and Assurances:

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understand that the truthfulness of the facts affirmed here and continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract.

- 1. I/we declare that all answers and statements made in the proposal are true and correct.
- 2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition.
- 3. The attached proposal is a firm offer for a period of 90 days from the date proposals are due, and it may be accepted by Mt. San Antonio College without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
- 4. In preparing this proposal, I/we have not been assisted by any current or former employee of Mt. SAC whose duties relate (or did relate) to this proposal or prospective contract and who was assisting in other than his or her official public capacity. (Any exception to these assurances are described in full detail on a separate page and attached to this document.)
- 5. I/we understand that Mt. San Antonio College will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the Mt. San Antonio College and I/we claim no proprietary right of ideas, writings, items, or samples unless so stated in this proposal.
- 6. Unless required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
- 7. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

| Signature of Proposer | Company Name |
|-----------------------|--------------|
| Name & Title | Date |