

Date: November 8, 2017

**PURCHASING DEPARTMENT
101 EAST 11TH STREET
CITY HALL ANNEX
SUITE G13
CHATTANOOGA, TENNESSEE
37402**

REQUEST FOR PROPOSAL (RFP)

Proposals will be received at this office
101 East 11th Street, Suite G13, Chattanooga, TN 37402, until
4:00 PM, November 29, 2016

**Requisition No.: R145615
Ordering Dept.: Youth and Family Development
Buyer: William Tucker
Phone No.: (423) 643-7238**

Items Being Purchased: Concessionaire Services

Request for Proposal for The City of Chattanooga, Tennessee

*****REQUEST FOR PROPOSALS MUST BE RECEIVED*****

4:00 PM, EST on November 29, 2016

**The City of Chattanooga reserves the right to reject any
and/or all proposals, waive any informalities in the proposals
received, and to accept any proposal which in its opinion may
be for the best interest of the City.**

**The City of Chattanooga will be non-discriminatory in the
purchase of all goods and services on the basis of race, color
or national origin.**

**City of Chattanooga (COC) Terms and Conditions posted on Website are Applicable
http://www.chattanooga.gov/finance66_standardtermsandconditions.htm**

Note:

ALL PROPOSALS MUST BE SIGNED

All proposals received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

PLEASE PROVIDE US WITH THE FOLLOWING

Company Name: _____
Phone/Toll Free No.: _____
Fax No.: _____
E-Mail Address: _____
Contact Person: _____
Employer's ID No.: _____

REQUEST FOR PROPOSAL (RFP)
CONCESSIONAIRE SERVICES
FOR THE
DEPARTMENT OF YOUTH AND FAMILY DEVELOPMENT FACILITIES
CITY OF CHATTANOOGA, TN

The City of Chattanooga, hereinafter called the "City", is requesting qualified firm(s) to submit Formal Proposals for **CONCESSION SERVICES FOR THE DEPARTMENT OF YOUTH AND FAMILY DEVELOPMENT FACILITIES** as set forth in the Request for Proposal.

Proposals shall be submitted to the Purchasing Office, to the attention of William Tucker, Buyer, City of Chattanooga, 101 East 11th Street, Suite G13, Chattanooga, Tennessee 37402, by no later than 4:00 p.m. EDT, on Tuesday, November 29, 2016.

*****A Non-Mandatory Pre-Bid Conference will be held at 1:00 on Tuesday, November 22, 2016, in the Conference Room, Youth and Family Development Administrative Offices, 501 West 12th Street, Chattanooga TN 37402*****

Interested firms may request a copy in writing of a Request for Proposal by contacting:

City of Chattanooga, Purchasing Division
William Tucker, Buyer
wtucker@chattanooga.gov
101 East 11th Street, Suite G13
Chattanooga, TN 37402
Phone: (423) 643-7238
Fax: (423) 643-7244

Requests for Proposals are available for pickup from 8:00 a.m. until 4:30 p.m., Monday through Friday, or can be downloaded from the City of Chattanooga website, at <http://www.chattanooga.gov/purchasing/bidssolicitations>.

REQUEST FOR PROPOSAL

CONCESSIONAIRE SERVICES FOR THE DEPARTMENT OF YOUTH AND FAMILY DEVELOPMENT FACILITIES DIVISION

CITY OF CHATTANOOGA, TENNESSEE



Purpose of this Request for Proposal (RFP)

The City of Chattanooga Department of Youth and Family Development Recreation Division is requesting qualified firm(s) to submit Formal Proposals to provide professional food and beverage concessionaire services during events at The Summit of Softball Complex, Warner Park Ball Fields, Warner Park Aquatic Center, Frost Stadium Complex, YFD Centers, and for Programs and Special Events at various city parks and facilities.

It is the intent of the City to enter into a contract with the successful Proposer for a one (1) year contract with up to two (2) additional one-year extensions by mutual agreement.

All interested qualified firms are invited to submit Formal Proposals to accomplish the scope of work described herein.

Background Information

The City of Chattanooga Department of Youth and Family Development manages numerous YFD facilities including athletic fields, indoor/outdoor aquatic centers, and fitness centers.

Proposals for concession operations will be for the following locations, hereinafter referred to as the "Concession Facilities"

The Summit of Softball Complex 4900 La Collina Way, Ooltewah, TN

Description: An 87 acre softball complex that comprises seven (7) adult softball fields, one (1) youth field, a concession building with restrooms and various other amenities. The design of this sports complex lends itself to a variety of concessions configurations. The concession stands have more than adequate storage and food preparation space, but not all fields are equipped with free-standing concessions buildings. This complex will host approximately 15,000 people. This facility will also host three (3) leagues that will be attended by approximately 5,000 people.

Warner Park Fields 1101 McCallie Avenue

Description: Urban area includes five (5) fast pitch fields with a concessions building in the center area. These fields host local, state and national tournaments for youth and adult softball. These fields also support league play. The fields can be adequately serviced by the concession stand.

Warner Park Aquatic Center 1254 East 3rd Street

Description: This facility is home to the only outdoor Olympic size swimming pool in the City. The Aquatic Center also houses the City's first spray park. Currently, this facility has space for a small mobile concession trailer.

Frost Stadium Complex 1254 East 3rd Street

Description: A modern stadium for fast pitch softball that features numerous amenities,



including concessions area and restrooms. This stadium, also located within Warner Park, hosts approximately 25 women and youth tournaments yearly.

YFD Centers, Programs, Special Events

Description: Seventeen (17) YFD facilities throughout the City serve citizens yearly through the facilitation of recreational sports activities, programs, and community events. These centers do not have concession areas. Space will have to be created for concessions operations, perhaps something mobile for special events or vended opportunities. **The Washington Hills Football Field outdoor concession facility is excluded from this Request for Proposals. The Department currently has an agreement to provide services at this facility.**

This proposal includes the right to expand to other concessionaire services, special events, as well as mobile concession operations not specifically described in this document.

The City of Chattanooga desires to employ the best-qualified proposer who in its opinion will continuously provide high quality service, product quality, and generally create goodwill within these facilities. As such, these criteria will be most important in the final selection process, and the right is preserved by the City of Chattanooga to reject all proposals or any proposal for whatever reason including non-conformance with the proposal document format as requested.

Scope of the Proposed Service

The City of Chattanooga is seeking competitive proposals for the operations of food and beverage concessions at the previously documented Youth and Family Development Facilities. The execution of options will be at the discretion of the Administrator of the Department of Youth and Family Development. For the purpose of RFP preparation and subsequent financial and analytical reporting, locations will be grouped and identified as follows: The Summit of Softball Complex, Warner Park Fields, Warner Park Aquatic Center, Frost Stadium Complex, and YFD Centers, Programs and Special Events. The successful proposer should have experience in concessions operations including purchasing, preparation and service. Dates and times of concessions operations for YFD Centers will be subject to the opening and closing of each individual Center. Dates and times for concessions operations within the other identified locations will be subject to hours of operation, tournament, league or special event schedules, whichever allows maximum hours for operations.

The Department of Youth and Family Development will:

Make available existing concession facilities and equipment in their current condition, including HVAC, water, electric, gas, utilities & sufficient quantities of space, heat, water, and electricity to satisfy the normal needs of Concessionaire for lighting, heating, drinking, sanitation, and the operation of support equipment concession facilities. **The concessionaire will be responsible for any operational needs related to mobile concession apparatus if operated in area where previously mentioned utilities are not currently available.**

NOTE: If the Concessionaire is required to reimburse the City of Chattanooga for utilities furnished, the reimbursement will be at rates set by the Administrator of the Department of Youth and Family Development.



Exceptions to RFP Specifications

This RFP is intended to describe the City's minimum requirements and response format in sufficient detail to secure comparable proposals. However, vendors are not precluded from submitting proposals that differ from the described specifications. Any exceptions to specifications should be clearly noted and will be considered as they apply to the overall interest of the City.

Implied Requirements

All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the vendor, must be included in the proposal.

The scope of work for the Project will include, but not be limited to the following items.

1. All Firm(s) submitting Formal Proposals are responsible for attending a **pre-bid walkthrough**, if required, and verification that such Proposal submitted is in full compliance with all laws, rules and regulations which may be applicable on the date of submittal.
2. Proposer must comply with all service requirements.
3. Percentages of sales receipts will be submitted to the City at a percentage agreed upon and in accordance with the contract terms.
4. Proposer must have a minimum of **three (3) years'** experience in providing the requested service to a similar facility or business.
5. All products, materials, equipment, labor, submittals, and guaranties shall be as set forth in the RFP for Concessions Service for the Youth and Family Development Facility locations attached as "**Attachment A**".
6. The POS system is to be provided and certified by Proposer- "city will not provide POS system as part of the Agreement".

ALTERNATE APPROACHES

The City will not consider any alternatives to the Project other than those described herein. Firm(s) may suggest alternative products to the City prior to the Submittal Opening Date. **THE CITY, AT ITS SOLE DISCRETION, MAY DETERMINE ANY PROPOSALS INCLUDING ALTERNATIVE APPROACHES OR SUBSTITUTIONS TO BE NON-CONFORMING UNLESS ALL OF THE FOLLOWING CONDITIONS HAVE BEEN MET:**

1. The Firm has provided proper written documentation of the reason for the proposed alternative approach or substitution.
2. Firm has clearly demonstrated the suitability of the alternative approach or substitution as an "equal" product, for the purposes of this Request for Proposal.
3. Firm has received City approval of the alternative approach or substitution, in writing, no later than **forty-eight (48) hours** prior to the Submittal Opening Date.



CITY SUPPLIED SERVICES

The City will provide the following:

1. The City will provide a designated representative for communication related to this RFP.
2. The City will provide firms with access to all related written specifications and requirements for the Project.
3. The City will provide all interested firms with access to the facilities for this Project for the purpose of preparing proposals.

PROPOSAL INFORMATION

Proposals must include all items listed below to be considered complete and evaluated. In order to help review each submission, the City is asking that all Proposals be organized according to the following format:

1. Title Page
 - a. Letter of Interest and Introduction
 - b. List of any conditions or exceptions to the Request for Proposal
2. Table of Contents
3. Bid Form
 - a. Total Proposed Price for entire scope of services
 - b. Unit Pricing, as required for all products and services specified.
 - c. Products and services specified and description thereof including manufacturer's product numbers, quantities of each, product specifications, service descriptions, samples, and product cut-sheets or shop drawings, if required.
4. Staff Assignments
 - a. Name and contact information for firm, subcontractors, consultants, and resources proposed
 - b. Identification of portions of the work to be performed by the firm and those portions to be performed by independent contractors, subcontractors or temporary personnel or services.
 - c. Provide history, ownership, organization, and background of the firm including:
 - i. Names of partners and officers owning a 10% or greater share of the firm
 - ii. Clearly describe the organization of the firm, including: parent company, joint venture, subsidiaries, state of incorporation, etc. and include the length of time operating under such organization
 - iii. Identify and lawsuits or litigation, permit violations, and contract disputes that the firm was or is currently involved in and provide an explanation of each.
5. Affirmative Action Plan, "**Attachment B**"
6. Model Affidavit, as required, "**Attachment C**"

The City will not bear liability for any costs incurred in the preparation and delivery of proposals, nor is the City authorized to compensate firms submitting proposals in response to this RFP.

REQUEST FOR PROPOSAL ADDENDUM



Receipt of all Addenda to this Request for Proposal, if any, must be acknowledged by

attaching a signed copy of each Addendum to the RFP and listing each Addendum included in the Proposal on the Bid Form and attaching such to the front of the sealed RFP envelope. All Addenda shall become part of the requirements of this Request for Proposal as if originally included herein. Failure to acknowledge receipt of an Addendum both on the Bid Form and by attachment to the Proposal, as set forth herein, may result in rejection of the entire Proposal. All Addenda will be posted on the City's website and firms may obtain a copy of Addenda, at no charge, during the City business hours of 8:00 am until 4:30 pm, Monday through Friday from:

City of Chattanooga, Purchasing Division
William Tucker, Buyer
wtucker@chattanooga.gov
101 East 11th Street, Suite G13
Chattanooga, Tennessee 37402
Phone: (423) 643-7238
Fax: (423) 643-7244

RESERVATION OF CITY RIGHTS

In connection with the Request for Proposal and Project, the City of Chattanooga reserves all rights available to it under all applicable laws, including without limitation, and with or without cause, and with or without notice, the right to:

1. Reject any and all Proposals.
2. Reject any and all Proposals from any firm that is in arrears or is in default to the City of Chattanooga upon any debt or Contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City of Chattanooga, or had failed to perform faithfully any previous Contract with the City of Chattanooga and, if requested, must present within **forty-eight (48) hours** evidence satisfactory to the City of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of the Request for Proposal.
3. Cancel this Request for Proposal in whole or in part at any time prior to the execution of a contract by the City, without incurring any cost obligations or liabilities.
4. Issue addenda, supplements, and modifications to this Request for Proposal and to revise and modify, at any time before the Submittal Opening Date, the factors and/or weights of factors, if applicable, the City will consider in evaluating Proposals and to otherwise revise or expand its evaluation methodology as set forth herein.
5. Change the RFP Submittal Opening Date.
6. Investigate the qualifications of any firm and, if required, request additional information concerning contents of its Proposal, and additional evidence of qualifications.
7. Terminate evaluations of Proposals at any time.
8. Disclose information contained in a Proposal to the public as set forth herein.
9. Waive deficiencies in a Proposal, accept and review a nonconforming Proposal, or seek clarifications or supplements to a Proposal as permitted by law and according to City of Chattanooga purchasing practices and procedures.
10. Exercise any other right reserved or afforded to the City of Chattanooga under this Request for Proposal and to modify the Request for Proposal process in its sole discretion to address



applicable laws, codes, or ordinances and to operate in the best interest of the City of Chattanooga.

GENERAL CONDITIONS

The following general rules and conditions apply to all purchases by the City and shall become a definite part of this Request for Proposal, unless otherwise specified therein. Proposers, or their authorized representatives, are expected to fully inform themselves as to the conditions, requirements and specifications before submitting Proposals in response to this Request for Proposal; failure to do so will be at the Proposer's own risk and he cannot secure relief on the plea of error.

Subject to State and City laws, and all rules, regulations and limitations imposed by legislation of the Federal Government, bids or proposals on all advertisements and invitations issued by the City and the Office of the City Purchasing Agent will bind Proposers to all applicable conditions and requirements set forth herein, unless otherwise specified in this Request for Proposal.

1. Proposals shall be submitted only on the forms provided by the City of Chattanooga. The Proposer shall submit **six (6) original copies** signed and sealed.
2. Proposer shall include **three (3) electronic copies**, complete submittal on USB flash drive media CDs/DVDs or other media.
3. A written request for the withdrawal of a proposal or any part thereof shall be granted if the request is received by the City of Chattanooga prior to the specified time of opening. Proposals submitted may not be amended or withdrawn after the specified time of the Submittal Opening.
4. Proposals received after the specified time of the Submittal opening will not be accepted.
5. All information required by the Request for Proposal must be supplied to constitute a proper proposal.
6. Unless specified otherwise, all Formal Proposals submitted shall be binding for **forty-five (45) calendar days** following Submittal Opening date, unless the Proposer, upon request of the City, agrees to an extension.
7. Qualified Proposals are subject to rejection in whole or in part.
8. Terms discount of less than **ten (10) days** will not be considered in evaluating the Proposal.
9. Unless otherwise specified by the City or by the Proposer, the City reserves the right to make an award on all items, or on any of the items according to the best interests of the City. Proposer may restrict his Proposal to consideration in the aggregate by so stating, but should name a unit price on each item proposed; any proposal in which the Proposer names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of the City.
10. When an error is made in extending total prices, the Unit Price submitted will govern. Carelessness in quoting prices or in preparation of Proposal otherwise, will not relieve the Proposer. Erasures or changes in Proposals must be initialed.
11. Requests for interpretation of specifications, drawings, and information provided in the Request for Proposal shall be made to the City, in writing, not less than **five (5) days** before the Submittal opening date. Any interpretations made to prospective Proposers will be expressed in the form of an Addendum to the Request for Proposal which, if



issued, will be sent to all prospective Proposers no later than **three (3) days** before the Submittal Opening date set for opening of Proposals.

12. Proposers shall abide by and comply with the requirements of the Request for Proposal and shall not attempt to take advantage of any obvious error or omission therein, but shall fully complete every part of the Project in accordance with the Request for Proposal, drawings, specifications and requirements as set forth herein. Whenever mention is made of any work product, service, article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements thereof. If exceptions to the specifications are taken, this fact must be clearly stated in the Proposal and each exception listed individually in the Letter of Interest. The absence of a written list of exceptions to the specifications or requirements as set forth in the RFP at the time of submittal of the Proposal will hold the Proposer strictly accountable to the City to the specifications and requirements as written. Any deviation from the specifications and requirements as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.
13. In the event a firm is unable to submit a proposal on the requirements as set forth in this Request for Proposal and drawings, specifications, and other requirements incorporated herein as Attachment, such firm shall promptly return the Request for Proposal, envelope and materials, and any drawings and specifications provided by the City and include explanation of non-response to this Request for Proposal. The City shall, periodically, remove the names of those persons, firms, or corporations who fail to respond after receiving RFP documents on a commodity or commodities for three (3) successive submittal openings.
14. The City of Chattanooga is Tax Exempt.
15. Each Proposer shall submit in duplicate where necessary or when requested by the City, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes, etc., necessary to fully describe the material or work proposed.
16. In evaluating Proposals, the City may give preference to Proposals specifying materials, products, and labor produced locally and may use the following in determination of such:
 - a. Gross receipts taxes paid by Proposer
 - b. Home office location of Proposer
 - c. Place of Residence of direct employees of the Proposer, their subcontractors, consultants and resources.
17. Where quantities are specifically stated, acceptance will bind the City to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the City will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless Contractor furnishes the City with a written Statement of Unordered Balances not later than **ten (10) days** after the termination date of the contract.
18. On "Requirements" bids or proposals, acceptance will bind the City to pay for, at the Unit Prices proposed, only quantities ordered and delivered.
19. The Proposer certifies that his proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.



20. All identical proposals submitted to the City as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000.00 in total amount shall, at the discretion of the City, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.
21. The City may, at their sole discretion and in writing, waive or modify one or more of these General Conditions and Instructions that are inapplicable or inappropriate for a particular contract or purchase. A request for a waiver of or modification of any such condition or instruction shall be submitted to the City, in writing, together with supporting justification for any waiver or modification.
22. No Proposal will be accepted from, or Contract awarded to, any person, firm or corporation that is in arrears or is in default to the City of Chattanooga upon any debt or Contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City of Chattanooga, or had failed to perform faithfully any previous Contract with the City of Chattanooga. The Proposer, if requested, must present within 48 hours evidence satisfactory to the City of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms, requirements, drawings and specifications as set forth herein.
23. Tennessee Law (Tenn. Code Ann. Section 12-12-106) prohibits municipalities from contracting with business entities which engage in investment activities with Iran. This law refers to a list of such business entities which is maintained by the State of South Carolina. This list can be reviewed on the internet at:

[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to Tenn. Code Ann. 12-12-106, Iran Divestment Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)

A form entitled "Vendor Disclosure and Acknowledgement" is attached, which asks the Bidder to affirm that it is not on this list of prohibited entities. This form should be completed and submitted with your Proposal.

NOTICE OF ACCEPTANCE

Following the review of all Proposals, and upon the recommendation of the Review Committee, the City may, at its sole option, reject all Proposals or elect to proceed with the Project. In the event that the City elects to proceed with the Project, the City will issue a written Notice of Acceptance to the Successful Proposer and enter into a contract therewith.

CONTRACT PROVISIONS FOR SUCCESSFUL PROPOSER

The following provisions shall be a part of every "Contract" (or Agreement) with the City, and all firms, by the act of submitting a Proposal in response to this Request for Proposal, agree to the contract provisions set forth below:

1. The term "Contractor" is used interchangeably to describe signatories to contracts, grants, and agreements with the City and applies to reflect the relationship with the City (Contractor, Licensee, Supplier, Vendor, Consultant, Grant Recipient, etc.).



2. A contract shall be deemed to be in effect only to the extent that there are appropriations available to each Agency for the purchase of such articles. The City's extended obligation on those contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.
3. No alterations or variations in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the City Attorney or designee.
4. Contracts will remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless terminated prior to expiration date by unsatisfactory deliveries of entire contract requirements.
5. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the City, but in no case shall such consent relieve the Contractor from his obligations as set forth therein or in any way change the terms, obligations, and duties as set forth in the contract.
6. In the event of default, the City may award the contract to the next qualified proposer, if such proposer is willing to enter the contract, or may cover in the open market, or may seek any other remedy provided by the Tennessee Uniform Commercial Code, and may hold the defaulting contractor liable for all damages provided by law, including cost of cover.
7. The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of alien enemy or by any other circumstances beyond the control of the contractor. Under such circumstances, however, the City, may at its sole discretion, cancel the contract.
8. All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.
9. Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age or national origin, or handicap, or sex, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by Contractor in all contracts entered into with suppliers of materials or services, contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
10. Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period on one year from date of the acceptance of the items delivered and installed, or the guarantee period, whichever is longer, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design or installation, workmanship or materials, upon notification, the contractor, at his expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City at least detrimental to the operation of City business.
11. The City of Chattanooga is an equal opportunity employer and during the performance of the contract, the Contractor agrees to abide by the Affirmative Action Plan of the City of Chattanooga. Contractor is encouraged to provide documentation of



commitment to diversity as represented by its business strategy, business relationships, and workforce.

AUDIT PROVISIONS

The City or its assign may audit all financial and related records (including digital) associated with the terms of the "Contract" (or Agreement) including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Contractor. The City may further audit any contractor records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement) or to identify conflicts of interest.

The Contractor shall at all times during the term of the Contract, and for a period of **five (5) years** after the end of the contract, keep and maintain records of the work performed pursuant to the Contract. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Contractor. Documents shall be maintained by the Contractor necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. The Contractor shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.

The obligations of the Contractor as set forth under these Audit Provisions shall be explicitly included in the Contractor's contracts with their subcontractors, consultants, or material suppliers to the extent that those contracts relate to the fulfillment of the Contractor's obligations to the City.

Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City unless the audit identifies significant findings that would benefit the City. The Contractor shall reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.

This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

INSURANCE REQUIREMENTS

The Contractor and their Subcontractors, Consultants or Material Suppliers shall not commence work on the Project prior to providing, to the City's satisfaction, written evidence of conformance with all insurance requirements set forth herein. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed **ten (10) days** before the expiration date of the policy.

Certificates of insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverage's afforded under the policies will not be changed or canceled unless at least **fifteen (15) days'** written notice has been given to the City. The Contract shall not be binding upon the City until the insurance coverage required herein has been



obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and certificates of insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

Insurance requirements need to include Cashier and Theft Bond in addition to the Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

1. **Workmen's Compensation Insurance** that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all states in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for the entire Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by the statute.
2. **General Public Liability and Property Damage Insurance** that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the Public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful proposer to defend and indemnify the City of Chattanooga against such claims or suits.

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damage whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

3. To the extent that the work may require blasting, explosive conditions or underground operation, the **Comprehensive General Public Liability and Property Damage Coverage** shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.
 - a. The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims resulting from damage to:
 - i. Private driveways, walks, shrubbery, and plantings



- ii. Public utility facilities
- iii. United States Government monuments
- b. The liability limits shall not be less than:
 - i. Bodily Injury \$500,000 each person
\$1,000,000 each occurrence
 - ii. Property Damage \$250,000 each occurrence
\$500,000 aggregate

4. **Comprehensive Motor Vehicle Liability and Property Damage Insurance** that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

- a. The liability limits shall not be less than:
 - i. Bodily Injury \$250,000 each person
\$500,000 each occurrence
 - ii. Property Damage \$100,000 each occurrence

STORMWATER REQUIREMENT

Per the City of Chattanooga Municipal Separate Storm Sewer (MS4) National Pollutant Discharge Elimination System (NPDES) permit No. TNS068063 issued by the State of Tennessee, contractors involved in municipal maintenance activities shall comply with all federal, state and local stormwater requirements including stormwater control measures or best management practices (BMPs), facility-specific stormwater management regulations and related standard operating procedures (SOPs).

Municipal maintenance activities covered by this requirement includes but not limited to:

1. Vehicle maintenance and washing activities
2. Buildings and other facilities maintenance
3. Right-of-Way maintenance
4. Activities that disturb dirt
5. Activities that generate by-products, wastes or wastewater, etc.

Examples of BMPs include: 1) proper erosion and sediment control practices, 2) proper handling and disposal of wastewater and wasted materials, and 3) good housekeeping measures, etc. For additional guidance contact the **City Water Quality Program at (423) 643-5877**.

Note that failure to comply with stormwater regulations would result in enforcement actions that include court citation and/or civil penalty assessment up to \$10,000 per day per violation.



CITY OF CHATTANOOGA
Food and Beverage Concessionaires
For the
Department of Youth and Family Development
Facilities

Scope of Services

Locations

The Summit of Softball Complex
4900 La Collina Way
Ooltewah, TN 37363

Warner Park Fields
1101 McCallie Avenue
Chattanooga, TN 37401

Warner Park Aquatic Center
1254 East 3rd Street
Chattanooga, TN 37404

Frost Stadium Complex
1254 East 3rd Street
Chattanooga, TN 37404

YFD Centers, Programs, Special Events
Chattanooga, TN

Facilities and Equipment

1. Concessionaire shall be provided space for its operation in the Summit of Softball Complex, Warner Park Fields, Warner Park Aquatic Center, Frist Stadium, and various YFD Centers, Programs and Special Events.
2. Concession stands: The Summit of Softball Complex is an 87 acre softball complex that comprises seven (7) adult softball fields, one (1) youth field, a concession building with restrooms and various other amenities. The design of this sports complex lends itself to a variety of concessions configurations. The concession stands have more than adequate storage and food preparation space, but not all fields are equipped with free-standing concessions buildings. This complex will host approximately 15,000 people. This facility will also host three (3) leagues that will be attended by approximately 5,000 people. Warner Park Fields includes five (5) fast pitch fields with a concessions building in the center area. These fields host local, state and national tournaments for youth and adult softball. These fields also support league play. The fields can be adequately serviced by the concession stand. The Warner Park Aquatics Center is home to the only outdoor Olympic size swimming pool in the City. The Aquatic Center also houses the City's first spray park. Currently, this facility has space for a small mobile concession trailer; locations as indicated in exhibit "D". The City will provide location for concession trailer and specify services to be provided as a part of this agreement. The Frost

Stadium Complex is a modern stadium for fast pitch softball that features numerous amenities, including concessions area and restrooms. This stadium, also located within Warner Park, hosts approximately 25 women and youth tournaments yearly. Seventeen (17) recreation centers throughout the City serve citizens yearly through the facilitation of recreational sports activities, programs, and community events. These centers do not have concession areas. Space will have to be created for concessions operations, perhaps something mobile for special events or vended opportunities. **The Washington Hills outdoor concession facility is excluded from this Request for Proposals. The Department currently has an agreement to provide services at this facility.**

3. Use of City Equipment must be negotiated between Concessionaire and product vendor or supplied by the Concessionaire. Any City property that is in the Concessionaire's possession shall be maintained by the Concessionaire in good condition and repair and shall be returned to the City by Concessionaire upon termination of the contract.
4. Support areas: Space will be provided in the facilities for support services, preparation and product distribution.
5. Should the Concessionaire's operation require any additional equipment, utility capacity and/or outlets beyond those presently available, the cost of such purchases, installations and hookups will be at Concessionaire's expense. Concessionaire must have written approval from the City, or authorized personnel to make any such additions.
6. The Concessionaire will be required to provide a cash and inventory control and security or POS type system. The City reserves the right to install a POS System to meet City Audit code, if the Concessionaire systems do not provide the correct method for doing business.

Operations and Personnel

1. The public's rights shall not be infringed upon by any activity of the Concessionaire or any of its employees. The activities of the Concessionaire shall be such as to render service to the public in a dignified manner and no pressure, coercion, or persuasion shall be used by the Concessionaire in an attempt to influence the public to use the services or products of the Concessionaire. All Concessionaire's sales shall be conducted and operated under the supervision of the City and shall in no way interfere with the orderly operation of any event. The sales shall be conducted at such times from and at locations designated by the City or their authorized representative. Concessionaire and its employees will not distribute campaign or political literature of any kind at any time in the facilities. Notwithstanding the overall and ultimate supervision of facilities activities by the City, the Concessionaire shall at all times exercise prudent, reasonable, and experienced judgment in the serving of alcoholic beverages. The Concessionaire shall at all times, use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages.
2. The Concessionaire shall not advertise in any manner or form, on or about the facilities, except by means of such signs or forms of advertising as may be approved by the City.
3. Programming for all events requiring the services of the Concessionaire shall be performed by the City or an authorized representative. Any and all programming offered by the Concessionaire utilizing the facilities shall be accepted and incorporated into the official Calendar of Events, provided that said activities are consistent with the policies of the City, and provided that said events are not in competition or conflict with facilities' sponsored events.
4. The Concessionaire shall provide any additional personnel as requested and determined by the City, at its sole discretion, that the level of service to the public is deemed unsatisfactory.
5. Employee appearance reflects upon both the Concessionaire and the Facility. Employees of the Concessionaire therefore shall at all times be neatly attired in uniforms which will be clean, professional in appearance, and which properly identify the Concessionaire. Uniforms must be

consistent in appearance for all employees; blue jeans shall not be part of the uniform and shirts must be tucked into slacks or skirts; standards of uniformity in appearance and quality will apply without exception.

6. All concession employees handling food for public consumption shall be in good health and shall have appropriate credentials from a duly authorized health authorities of Hamilton County, the State of Tennessee, and any other health department having jurisdiction.
7. The Concessionaire shall employ and compensate its own help, vendors, and employees, and all said employees, counter help, or vendors shall meet all the requirements set forth herein and shall be neat and clean in appearance and be courteous toward the patrons, the public, and their fellow employees.
8. All employees of the Concessionaire shall enter and leave the facilities via the entrance(s) so designated by the City. Any re-keying of Facilities shall be at the direction of the City and any unauthorized sharing, copying or otherwise duplicating of keys, proximity cards or other means of access control, or in any way disabling a means of access control for City property shall not be permitted.
9. Only those employees actually working shall be permitted in the facilities without charge. The City or their designee may request the Concessionaire to remove from the premises any employees observed in the facilities at events for which they are not working. All working employees must be credentialed for easy identification. Credentials shall be determined in consultation with the City. At no time will the Concessionaire **or its employees** permit the free entrance of any person not a bona fide employee for such event or events, and no surplus of employees will be permitted for any event. Violations of this policy on the part of either the Concessionaire or its employees will be subject to possible disciplinary action and termination of the contract with Concessionaire.
10. The Concessionaire shall at all times enforce by adequate supervision and training of supervisory personnel a safe working environment for all employees, including the supervision of all services which relate to the general safety and welfare of any persons exposed to the services performed under the formal contract agreement by the Concessionaire.
11. The Concessionaire agrees to fully cooperate with the City in any employee and public safety program sponsored by the City; the Concessionaire agrees to conduct all of its operations with due diligence and care for the safety of all persons at all times.
12. The City is not responsible to provide office space to the Concessionaire.
13. Soft drinks and coffee will be served in paper or plastic cups. The use of glassware will be permitted only for catered functions. The City shall have the right of approval of all containers.
14. Alcoholic beverages will only be served with special, written permission from the City. Final decision as to whether or not alcoholic beverages may be sold at an event shall be determined by the aforementioned rules and regulations. The decision to refuse service of alcoholic beverages to any individual shall be the sole responsibility of the Concessionaire.
15. Tobacco products will not be sold by the Concessionaire.
16. The Concessionaire shall not interfere with the free distribution of food or drinks or any other items of any nature whatsoever, where such distribution has been authorized by the City. The Concessionaire will be required to provide or modify operations upon the request of any Licensee, when it has been approved by the City as in the best interest of the Licensee or is necessary to comply with the terms of the Agreement between the City and said Licensee.
17. The City, in consultation with Concessionaire, shall issue reasonable rules and regulations for the operation and oversight of the concession, and the Concessionaire shall operate the concession in accordance with such rules and regulations.

18. The City shall decide any and all questions which may arise as to the acceptability of services rendered, and as to the manner of performance, and questions which arise as to the interpretation of the conditions and specifications and all questions as to acceptable fulfillment of the Agreement.
19. Eating while working in view of the public is unacceptable, Concessionaire and the City will work together to find suitable location for staff to have breaks and an eating area away from the public view.

Maintenance and Clean-up

1. Concessionaire shall maintain in a good state of repair all equipment and small wares used in performance of its duties, including rolling stock, and including maintenance or repair necessitated by ordinary wear and tear.
2. Concessionaire shall replace any equipment damaged beyond repair, or rendered useless by wear and tear, unless, in the sole opinion of the City, the equipment is unnecessary to the proper functioning of the food service operation. Replacement equipment shall be subject to approval of the City as to type and similarity to that replaced.
3. The determination of facility equipment as unusable for its intended purpose and therefore surplus shall be at the sole discretion of the City and such determination shall be as permitted by law and according to City of Chattanooga purchasing practices and procedures. The City will coordinate with the Concessionaire for the removal of such surplus equipment from the Facility.
4. The Concessionaire shall maintain all food service facilities in a clean, sanitary condition in accordance and consistent with all applicable rules, demands, and requirements of law, pertinent health and sanitary codes; and requirements of duly authorized health authorities of Hamilton County, the State of Tennessee, and any other health department having jurisdiction.
5. Concessionaire in consultation with the City shall, engage and supervise exterminators to control vermin and pests as is necessary. Such extermination services shall be supplied in all areas where food is prepared, dispensed, or stored. Existing contracts with the City of Chattanooga for Extermination Services should be utilized.
6. For the sake of clarification it is intended that the Concessionaire supply adequate trash and recycling receptacles in the vicinity of service areas, particularly at the condiments locations of regular stands. Trash and recycling receptacles are to be approved by the City to conform to the design of the facilities.
7. All refuse and waste materials created by the Concessionaire's operation in all public areas, excluding that in fixed seating areas, shall be promptly disposed of after each event at the expense of the Concessionaire. Waste foods shall be kept in closed metal containers until removed from the facilities. Such removal shall be made promptly during and after the event. The entire area, except seating areas, within a radius of **twenty-five (25) feet** of each stand, commissary, and work area, shall be kept free and clear from all nuisance and damage done to floors, walls, windows, or other property in said radius by reason of operation of said stand. Concessionaire shall employ the necessary personnel before, during, and after the hours of any event to comply with these provisions. Concessionaire shall provide sufficient waste receptacles at each location and make certain that they are kept clean and promptly serviced during and after each event.

Products to be Sold; Prices

1. The formal concession agreement shall give Concessionaire the exclusive right, subject to other provision of these specifications, to sell products of a food and beverage nature and candy at the facilities.
2. Concessionaire recognizes that the quality of items sold at the facilities is a matter of highest concern to the City and is of the essence of the Agreement. Concessionaire represents and warrants that all items sold will be of the highest possible quality.
3. The City agrees to meet with the Concessionaire to review products to be sold and prices to be charged on an annual basis. Whenever unique economic conditions result in unusual cost increases to Concessionaire, the City will consider a request by Concessionaire for price changes at times other than the annual date specified above.
4. Concessionaire in consultation with the City will determine appropriate products and pricing.
5. Concessionaire shall provide products of a quality and at prices at least consistent with similar products presently being offered in other similar facilities. The City reserves the right to determine whether a particular product complies with the above standard, which right shall be exercised reasonably.
6. In determining quality of product, nature and quality of ingredients will be considered. As an example, a 10/1 hot dog, inferior due to contents, will not be approved.
7. The City desires that all local producers of products and local sources of product supply have equal opportunity to compete for the use of their products or services at the facilities, when these products or services are available on competitive terms and with equal quality.
8. Similarly, the facilities intend to sell advertising and sponsorship packages for display on the premises. Therefore, facilities reserve the final right of approval of Concessionaire's sources of supply. The Concessionaire, however, will not be required to purchase from suppliers who level of quality, service, and/or prices are not competitive with the marketplace.
9. All merchandise kept for sale shall be subject to inspection and approval or rejection by the City or a duly authorized representative during all times that the Concessionaire is in operation. Rejected merchandise shall be immediately removed from the facilities and shall not be returned for sale.

Rental Payments

1. The Concessionaire shall pay to the facilities, on a monthly basis, percentages of gross receipts generated from the sale of the following:
 - a. Concession food and beverages (except alcoholic beverages)
 - b. Candy and gum
 - c. Catering food and beverages (subject to approval)
2. Concessionaire shall submit to the facilities on or before the **tenth (10th) day** of each month during the term of the formal concession agreement and accounting of operations during the previous calendar month. Along with such accounting, Concessionaire shall pay to the facilities the applicable percentages of gross receipts from its operations for the previous calendar month on daily event basis.

Records, Accounting, and Auditing

1. All Concessionaires' operations must conform to the laws and ordinances of the City of Chattanooga and State of Tennessee, and such operations must be conducted so as not to interfere through noise or odor with any person or organization which has properly engaged the

- facilities or patrons' enjoyment of the premises. Concessionaire shall be subject to any reasonable rules and regulations which may be set up by the City or a duly authorized representative.
2. Concessionaire shall maintain records of daily sales, receipts, and inventory regarding operations at the facilities, all in accordance with strict accounting standards. The City may prescribe the form of records to be kept of the Concessionaire in accordance with this provision. Concessionaire shall, on reasonable demand, make available to the City or any person designated by the City, all records, books of account, and statements maintained with respect to operations at the facilities. Concessionaire shall also permit designated agents of the City to make periodic inspections of the operations of the Concessionaire at the facilities.
 3. The City shall be entitled, at any reasonable time, to conduct its own inventory of products and equipment maintained at the facilities pursuant to the formal concessions agreement.
 4. Concessionaire shall establish a separate commercial account at a Chattanooga financial institution, through which all receipts under the agreement shall be deposited and records of receipts so deposited kept.
 5. Concessionaire shall keep full and complete records of its operations satisfactory to the City. Concessionaire shall submit a written monthly statement to the City no later than the **tenth (10th) day** of each month covering the entire preceding month and shall pay to the facilities the percentage payment due.
 6. In the Absence of a City Audit, the Concessionaire will submit an annual summary and/or profit-loss statement detailing all transactions over the time period of service and must be submitted no later than **sixty (60) days** after the end of the Agreement year. An independent audit will also suffice for this requirement.
 7. In the event the City is not satisfied with the statements submitted by the Concessionaire as provided for herein, the City shall have the right to make a special audit, by auditors selected by the City, of the books and records required to be made and preserved by Concessionaire. If such audit shows a deficiency in percentage payments for any period covered in excess of **one percent (1%)**, the amount thereof and the cost of the audit shall be paid promptly by Concessionaire.
 8. Concessionaire shall collect and promptly disburse all taxes required by federal, state, and local authorities, and shall pay any applicable taxes relating to food service operations, equipment, and inventory.
 9. Concessionaire shall allow customers to purchase concessions products by credit card to include MasterCard and Visa. Fees for credit card sales will be included in product pricing.

ATTACHMENT B

AFFIRMATIVE ACTION PLAN

For

Concessionaire Services, RFP R145615

(Name of Firm)

The above named Firm, herein after referred to as "Proposer", having prepared and hereby submitting a Proposal to the City of Chattanooga "City" in response to an advertisement or Request for Proposal, hereby attests that they are an equal opportunity employer and has abided by the Affirmative Action Plan of the City of Chattanooga in the completion of all requirements of this Request for Proposal and preparation of this Proposal and if awarded a contract with the City, hereby agrees to re-attest compliance for the duration of the Contract. The Affirmative Action Plan of the City of Chattanooga is as follows:

1. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, or handicap.
3. The Firm will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. During the term of this contract the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer".
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.

- c. Encourage present employees to refer qualified minority group female applicants for employment opportunities.
 - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.
5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
6. The Firm agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

(Signature of Firm's Principal)

(Title and Name of Firm)

(Date)

ATTACHMENT C

MODEL AFFIDAVIT

STATE OF TENNESSEE
AFFIDAVIT
COUNTY OF HAMILTON

DRUG-FREE WORKPLACE
OF FIRM

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for [insert name and address of firm];
2. That the firm has submitted a statement of qualifications to the City of Chattanooga for services in connection with **“YFD CONCESSION SERVICES FOR THE DEPARTMENT OF YOUTH AND FAMILY DEVELOPMENT FACILITIES, CHATTANOOGA, TENNESSEE, BID NUMBER R145615”**
3. That the firm employs no less than **five (5)** employees;
4. That Affiant certifies that the firm has in effect, at the time of submission of its Proposal to perform the services referred to above, a drug-free workplace program that complies with §50-9-113, Tennessee Code Annotated.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

AFFIANT

SUBSCRIBED AND SWORN TO before me this _____ day of _____ 20____ .

NOTARY PUBLIC

My commission expires: _____

Attachment D

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.

Vendor Disclosure and Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED) _____

(PRINTED NAME) _____

(BUSINESS NAME) _____

(DATE) _____