

**CITY OF CHATTANOOGA PURCHASING DEPARTMENT**  
**101 EAST 11<sup>th</sup> STREET, CITY HALL, SUITE G-13**  
**CHATTANOOGA, TENNESSEE 37402**

Request for Proposal No.: 163193

Ordering Dept.: Youth and Family Development

Buyer: Deidre Keylon; e-mail: [rfp@chattanooga.gov](mailto:rfp@chattanooga.gov) (NO E-MAILED PROPOSALS ACCEPTED!!!!)

Phone No.: 423-643-7231; Fax No.: 423-643-7244

\*\*\*\*\*

Products or Services Being Purchased: **CHATTANOOGA AAU BASKETBALL**

\*\*\*\*\*

**SEALED PROPOSALS MUST BE RECEIVED AS SPECIFIED AND NO LATER THAN**

**4:00 P.M. E.S.T. ON FEBRUARY 20, 2018**

**ALL QUESTIONS MUST BE RECEIVED IN WRITING AND AS SPECIFIED AND NO LATER THAN**

**4:00 P.M. E.S.T. ON FEBRUARY 9, 2018**

\*\*\*\*\*

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. The City of Chattanooga (COC) Terms and Conditions posted on Website are applicable:

<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

\*\*\*\*\*

**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 within Offeror's proposal.**

\*\*\*\*\*

PLEASE PROVIDE THE FOLLOWING:

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City & Zip Code: \_\_\_\_\_

Phone/Toll-Free No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**COMPLETED AND SIGNED COVER PAGE TO BE RETURNED WITH PROPOSAL**

City Of Chattanooga, Tennessee  
Department of Youth and Family Development



Request for Proposal

---

Chattanooga AAU Basketball

February 2, 2018

Operation, Maintenance, and Management of Chattanooga Basketball  
AAU youth basketball program in connection with the City of  
Chattanooga Department of Youth and Family Development  
Recreation Division

## OVERVIEW

The Department of Youth and Family Development of the City of Chattanooga is seeking proposals for Chattanooga AAU Basketball. The awarded Contractor(s) will be responsible for the professional quality, technical accuracy, and the coordination of all services provided.

Any Blanket Contract for services described herein shall be for a period of one (1) year, with two (2) additional optional one (1) year renewal periods, upon agreement of both parties.

The final number of contract(s) awarded will be within the sole discretion of the City. There is no guarantee that any work will be requested from an awarded Contractor.

## GENERAL INSTRUCTIONS TO PROPOSERS

Sealed Proposals must be in a clearly labelled package (including the RFP number/name) and submitted as otherwise specified to the Purchasing Department, City of Chattanooga, for time-stamping by no later than 4:00 p.m., e.s.t. on February 20, 2018, to the attention of:

City of Chattanooga Purchasing Department  
101 East 11<sup>th</sup> Street, Suite G13  
Chattanooga, TN 37402

**Late or misdirected proposals shall be rejected and offered for return at the expense of the vendor, unopened without exception. Postmarks are not accepted.**

### Quantity and Format

Proposer shall submit three (3) complete copies of the proposal as follows; one (1) original (unbound); one (1) copy (bound); and one (1) electronic copy in PDF format on a flash drive, not a disc. All proposals shall be submitted in a sealed non-transparent envelope or box clearly labelled with the issuer's name and address and **"RFP No. 163193 Chattanooga AAU Basketball."**

### Detailed Technical Proposals

Complete technical submittals shall be submitted with the Proposal. These technical submittals shall describe in detail how the Proposer complies with each specification requirement of the RFP. Any deviations from the specifications shall be noted.

### Implied Requirements

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

#### Proposer-Supplied Materials

Any material submitted by a Proposer shall become the property of the City unless otherwise requested at the time of submission. **Any firm submitting a proposal should assume the information included in the proposal is subject to the Open Records / Freedom of Information Act.**

#### Incurring Costs

The City shall not be liable for any cost incurred by the proposer prior to the issuance of a contract purchase agreement and will not pay for the information solicited or obtained. Proposer shall not include or integrate any such expense as part of its proposal.

#### Economy of Preparation

Proposals shall be prepared simply and economically. Proposals shall provide a straightforward and concise proposal description. Emphasis shall be placed on clarity and content. **The maximum number of pages permitted in the proposal is thirty.**

#### Proposal Withdrawal Procedure

A Proposal may be withdrawn at any time until the date and time set above for opening of proposals. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer to provide the specifications set forth in the proposal, until the successful proposal(s) is/are accepted and a contract has been executed between the City and the successful Proposer(s).

#### Proposal Expiration

A Proposal shall be valid for four (4) months from the RFP due date. A proposal that is accepted by award will be incorporated into the contract.

#### General Reservation of City Rights

The City of Chattanooga may contact any firm for the purpose of obtaining additional information or clarification.

#### General Terms

Any contract resulting from this Request for Proposal will be subject to the City of Chattanooga's Standard Terms and Conditions which may be read at:

**<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>**

***Any exceptions to the RFP itself or to the Standard Terms and Conditions must be submitted with the Proposal.*** Proposers shall state any exceptions to or deviations from the terms of this Request for Proposals and the Standard Terms and Conditions. Where proposer wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. The Contractor shall be bound to accept all stated terms not excepted in its proposal.

City reserves the right to accept or reject any or all exceptions / deviations at its sole discretion. City reserves the right to reject excepted or conditional proposals at its sole discretion.

## LIABILITY/ENFORCEMENT OF RULES AND REGULATIONS

The organization, by submitting a Proposal, agrees that upon award of a contract for such services, it will indemnify and hold harmless the City of Chattanooga for any and all claims, suits, causes of action, judgments, or damages, including damage for care and loss of service because of bodily injury, sickness, or disease, including death, resulting therefrom, sustained by it or any person or persons, and because of injury to or destruction of property, including loss of use thereof, caused by or arising out of or resulting from the use of the above described property.

The selected organization, prior to commencement of work, shall provide a Certificate of Insurance in such form as the City Attorney shall require showing comprehensive general public liability and property damage coverage (and other required coverage) in amounts not less than set forth in the "Requirements for Insurance Coverage" as detailed at [www.chattanooga.gov/Purchasing/Standard Terms & Conditions](http://www.chattanooga.gov/Purchasing/Standard Terms & Conditions).

## RECORDS OF FUNDS UNIQUE TO THE PROGRAM TYPE

Tournament or Other Funds Collected Must Be Maintained in Separate Accounts:

It is necessary that the awarded contractor have clear rules and procedures to prevent any employee from raising tournament or other funds that do not go into an account that is established and used only for that purpose. The Department of Youth and Family Development may ask to be provided with a record of all transactions from that account. This measure protects against the risk that contributions collected could be used for a purpose other than the intended purpose, and it protects those funding the program from being unable to receive reimbursement due to a lack of acceptable records establishing the source of funds.

## AMENDMENTS

The parties may from time to time amend this contract by agreement. Such amendments shall be effective upon the approval of the City and Organization.

## Contract Administration Activity

The Proposer will be expected to provide periodic reporting and/or attend Contract Administration meetings as described in this document or as otherwise required by the Issuing Department and the City Purchasing Division.

## REQUEST FOR ADDITIONAL INFORMATION

All questions and requests for information or clarification must be submitted **in writing**, and will be accepted until 4:00 p.m., e.s.t., on FEBRUARY 9, 2018, and shall be **clearly labelled** as :**QUESTION re:RFP No.163193 Chattanooga AAU Basketball** and sent to:

City of Chattanooga Purchasing Division  
Attn: Deidre Keylon, Buyer  
101 East 11<sup>th</sup> Street, Suite G13  
Chattanooga, TN 37402  
Phone: (423) 643-7231

Fax: (423) 643-7244  
rfp@chattanooga.gov

COMMUNICATION POINT OF CONTACT

Any communication concerning this RFP must be conducted exclusively with the Purchasing Division Buyer named, until the evaluation and award process has been completed. Failure to honor this request will be negatively viewed in the selection process and can result in elimination of the proposal.

## **PROPOSAL SCOPE OF WORK**

### **Desired Outcomes and Scope of Work:**

Operation and maintenance of the Chattanooga Basketball AAU Basketball Program.

Chattanooga Basketball is an educational program that uses competitive basketball as a hook for student participation in literacy initiatives, life skill classes, and parent education with the ultimate goal of improving the lives of area student-athletes and their families through the opportunity to attend and graduate from college. Beginning with elementary school student athletes and continuing through high school, the focus of the program is on reading at or above grade level, exemplary school performance and attendance, and using the sport of basketball for life skills development. The basic A, B, C's of Chattanooga Basketball are Academics, Basketball and Character development. The goal of the program is straightforward: all 250 participants will gain admission to post-secondary education, graduate, and become strong contributors to our community. As a part of this program, the organization will cooperate with the Recreation Division of the Department of Youth and Family Development.

As a program, Chattanooga Basketball has student athletes from virtually every school and neighborhood in Hamilton County and the surrounding area.

### **FACILITY SCHEDULING**

Students practice regularly at Youth and Family Development Centers, attend literacy and tutoring sessions, and travel to tournaments around the country becoming aware of a world much bigger than the Chattanooga area.

The Recreation Division of the Department of Youth and Family Development will assist in scheduling practices at our facilities based on availability. The organization may prohibit the use of the facilities for activities which are inconsistent with the purpose of this proposal and which are destructive for the facility. During the period of this contract, and any renewals thereof, the organization, solely, shall manage all recreational programs for the benefit of the public, in accordance with the terms set forth herein. Any member of the public who qualifies under applicable rules may participate in such programs and events without discrimination as to race, color, sex, religion, handicap, age, or national origin.

### **PLAN FOR PROGRAMMING**

Chattanooga Basketball operates as a year round program with the strong intent to prepare each participant for high school and college graduation and for a life with clear moral direction and deep commitment to family, character, career, and community.

There are tryouts annually at Chattanooga area schools and recreation centers for boys and girls grades 4 through 11. This past year there were more than two (2) applicants for every opening available on each team, and the number has been growing steadily. Our goal is to be able to sponsor at least two (2) teams for each age group and to continue to have a diverse, citywide presence. All students and their parents are required to participate in community service and to attend life skills seminars covering such topics as interviewing, networking, NCAA eligibility requirements, gang prevention, sex and health education, sound nutritional practices, and homework and study skills.

**Vendor will be required to submit documentation including at a minimum: numbers served, outcomes, and programs completed.**

## **PAYMENT OF SERVICES**

1. The City will make payment according to the City's policies and procedures.
2. QUARTERLY Invoices (Payable after program documentation has been submitted)
  - a. Accurate and complete Invoices, with all backup documentation, shall be submitted to:

City of Chattanooga  
Attn: Accounts Payable Division  
101 East 11th Street, Suite 101  
Chattanooga, TN 37402  
acctspayable@chattanooga.gov

- b. Vendor's Invoice must list a valid Email Address for billing questions and inquiries.
- c. Vendor's Invoice Date must minimally be the date that the Invoice is submitted to the City. The Invoice Date must not precede submission date, the Ship Date or Service Date.
- d. Invoice descriptions on transaction lines must match the Blanket Purchase Order transaction line items, and must reference the corresponding transaction line number. The Vendor shall not invoice the City for any item that does not correspond to a line on the Purchase Order.
- e. Invoices to the City shall reference the Purchase Order number.
- f. Invoices must be received by the City within two (2) weeks of the completed quoted work, with emphasis on earlier submission.
- g. Any Vendor invoice that is incomplete, inaccurate, or otherwise unable to be processed will not be considered valid or procedurally compliant.
- h. Revised Invoices - must be clearly marked "Revised", and must reference the Invoice Number that it is replacing.

## **REVIEW AND EVALUATION OF PROPOSAL**

All proposals submitted in response to this RFP will be evaluated by an Evaluation Committee, in accordance with the criteria described below. Total scores will be tabulated, and the contract will be awarded to the proposers whose proposal is deemed to be in the best interests of the City.

### **Evaluation Committee**

A committee consisting of individuals selected by the City will receive all proposals submitted. Each proposal will be awarded a maximum of 100 points based on the evaluation criteria. The City, at its sole judgment, will decide if a proposal is viable.

### **Evaluation Criteria**

In preparing responses, proposers should describe in detail how they propose to meet the specifications as detailed in this solicitation document.

The specific categorical factors that will be applied to the proposal information, in order to assist the City in selecting the most qualified proposers for the contract, are as follows:

- **25 points: Competence/Approach to Scope of Work**
- **25 points: Qualifications**
- **40 points: Experience including Reference Projects**
- **10 points: Price/Value/Cost Efforts**

Selection of Proposers for formal presentations (if any) and for contract negotiations will be evaluated based on an objective evaluation of the criteria listed above.

### **Formal Presentations**

In the event that a Proposer cannot be selected solely on the Proposals submitted, the City may invite qualified firms for formal presentations. The City reserves the right to invite any number of Proposers to give a formal presentation.

The Evaluation Committee may revise the initial scores based upon additional information and clarification received in this phase. If your company is invited to give a presentation to the City, the offered dates may not be flexible.

A presentation may not be required, and therefore, complete information must be submitted with a proposer's proposal.

### **Selection of Finalist(s)**

After review of the proposals by the Evaluation Committee and formal presentations (if any), the City may, at its sole option, elect to reject all proposals or elect to pursue the project further. In the event that the City decides to pursue the project further, the City will select the highest ranked finalist(s) to negotiate an agreement.

## **RESPONSE FORMAT**

## **Cover Letter**

Include a cover letter, issued by an Officer of the proposing entity, introducing your company, summarizing your qualifications, and detailing any exceptions to the RFP and/or Standard Terms and Conditions.

Include principal contact information for this RFP, including address, telephone number, email address, and website (if applicable).

## **Competence/Approach to Scope of Work [25 points]**

· Offeror shall demonstrate in detail how each SOW will be addressed in order to achieve the stated Outcomes of this solicitation.

The STATEMENT OF WORK includes:

### **CHATTANOOGA AAU Basketball Program**

-to operate and maintain the Chattanooga AAU Basketball Program ("Chattanooga Basketball")  
The Statement of Work, City Standard Terms and Conditions, and City Purchase Order will comprise the scope of this Agreement between the City and the Contractor.

### **I. Organization and Program Overview**

The vendor will use competitive basketball as a hook for student participation in literacy initiatives, life skill classes, and parent education, with the ultimate goal of improving the lives of area student-athletes and their families through the opportunity to attend and graduate from college. Beginning with elementary school student athletes and continuing through high school, the focus of Chattanooga Basketball is on reading at or above grade level, exemplary school performance and attendance, and using the sport of basketball for life skills development. The Contractor will cooperate with the City to administer Chattanooga Basketball. Chattanooga Basketball includes student athletes from virtually every school and neighborhood in Hamilton County and the surrounding area. The basic A, B, C's of Chattanooga Basketball are Academics, Basketball and Character development. The goal of Chattanooga Basketball is straightforward. All 250 participants will gain admission to post-secondary education, graduate, and become strong contributors to our community. Students practice regularly at designated basketball practice locations throughout the City, attend literacy and tutoring sessions, and travel to tournaments around the country becoming aware of a world much bigger than the Chattanooga area.

### **II. Contract Term and Terms & Conditions**

The services described in this Statement of Work are to be performed during the Term set forth in the contract and under Chattanooga Standard Terms & Conditions.

## **Qualifications[25 points]**

- Describe your qualifications to complete the Statement of Work

### **Experience including Reference Project [40 points]**

- Demonstrate your/your firm's knowledge in the provision of services related to the project.
- Demonstrate your/your firm's related project experience.
- Demonstrate your/your firm's financial and manpower capacity to perform work.
- List all current litigation(s) in which you/your firm is a defendant (not the legal details).
- Clearly define your/your project team's organizational structure including defined responsibilities and use of subcontractors.
- Demonstrate your relevant experience of proposed team members.
- Explain your/your team's unique experience, expertise, and/or approach for completing the project.
- Identify your/ your team members who will be responsible for developing and providing information to City of Chattanooga
- Identify yourself/team members responsible for meeting with and advising City of Chattanooga.

### **Reference Projects**

- Demonstrate ability to perform similar projects on-time and on-budget.
- Detail experience on a minimum of two (2) projects of similar scope.
- Identify when the work was completed (preference is given to more recent projects of similar scope).

Include the following:

- City/agency/department/office for which performed
- Dates of project, Type of project, Dollar value, Is the entity still utilizing your service/product?
- Owner contact information for the listed projects, including an email address that can be used as reference verification.

Bad contact information and/or non-responsive references will be reflected in the scores.

### **Price / Value/ Cost Efforts (10 Points)**

Identify an annual all-in cost for this service.

This Annual Cost must include the following:

- All warranty and/or extended warranty costs.
- All licensing or maintenance costs.
- Include all additional lifecycle costs.
- Includes implementation.

## **APPENDIX A**

### **LIST OF CENTERS**

## Youth and Family Development Recreation Centers

(1) Avondale Center	-	1305 Dodson Avenue	- 423-697-1277
(2) Brainerd Center	-	1010 North Moore Road	- 423-643-6220
(3) Carver Center	-	600 Orchard Knob Avenue	- 423-697-1280
(4) Cromwell Center	-	3940 Camellia Drive	- 423-708-8333
(5) East Chattanooga Center	-	2409 Dodson Avenue	- 423-697-1281
(6) Eastdale Center	-	1312 Moss Drive	- 423-697-1289
(7) East Lake Center	-	3601 Dodds Avenue	- 423-867-4498
(8) First Centenary Center	-	403 Oak Street	- 423-266-3345
(9) Frances B. Wyatt Center	-	406 Colville Street	- 423-757-5443
(10) Glenwood Center	-	2610 East 3 <sup>rd</sup> Street	- 423-697-1284
(11) Hixson Center	-	5400 School Drive	- 423-643-6480
(12) John A. Patten Center	-	3202 Kelley's Ferry Road	- 423-825-5955
(13) North Chattanooga Center	-	406 May Street	- 423-757-5447
(14) Shepherd Center	-	2124 Shepherd Road	- 423-855-2697
(15) South Chattanooga Complex	-	1151 West 40 <sup>th</sup> Street	- 423-643-6810
(16) Tyner Center	-	6900 Ty-Hi Drive	- 423-855-2664
(17) Washington Hills Center	-	4628 Oakwood Drive	- 423-855-2679
(18) Westside Center	-	1201 Poplar Street	- 423-756-3541

## APPENDIX B

### PROPOSER QUALIFICATION DATA

All questions must be answered clearly and comprehensively. If necessary, separate sheets may be attached.

1. Company Name of proposer:

---

2. Main office address:

---

---

3. Phone: 

---

 Fax: 

---

- a. Email Address:

---

4. Proposers federal tax identification number:

---

*(Please attach Form W-9)*

5. The proposer is organized as a

---

6. The date the proposer was organized in its current form:

---

7. If a corporation, the state where it is incorporated:

---

8. Is your company registered with the Tennessee Secretary of State?

a. ☐ YES

b. ☐ NO - Please explain

---

---

---

9. How many years have you be engaged in the business described in this solicitation, under your present firm or trade name:

---

---

---

---

---

a. ☐ YES - Please list the contract party, and explain

This image shows a blank sheet of white paper with horizontal blue or grey ruling lines. A single vertical line runs down the left side, creating a margin. The lines are evenly spaced and extend across the width of the page. There are no markings, text, or illustrations on the paper.

12. Have you ever been disqualified, removed, sued, or otherwise prevented from proposing on or completing any contract?

---

---

---

---

---

---

\_\_\_\_\_

b. ☐ NO

13. Have you ever been charged with liquidated damages on a contract?

a. ☐ YES - Please list the contract party, and explain

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b. ☐ NO

14. Bonding

a. Limit: \$ \_\_\_\_\_

b. Bonding Company: \_\_\_\_\_

c. Address: \_\_\_\_\_

\_\_\_\_\_

d. Phone Number: \_\_\_\_\_

**Chapter No. 817 (HB0261/SB0377).**  
**"Iran Divestment Act" enacted.**  
**Vendor Disclosure and Acknowledgement**

**By submission of this bid, each proposer and each person signing on behalf of any proposer 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 proposer is not on the list created pursuant to § 12-12-106.**

**(SIGNED)** \_\_\_\_\_

**(PRINTED NAME)** \_\_\_\_\_

**(BUSINESS NAME)** \_\_\_\_\_

**(DATE)** \_\_\_\_\_

For further information, please see website: [www.tn.gov](http://www.tn.gov), type in search term "List of persons pursuant to Tenn.Code Ann. 12-12-106," and search to access a link to the "Public Information Library." <https://www.tn.gov/generalservices/article/Public-Information-library>. There, click on List of persons pursuant to Tenn.Code Ann. 12-12-106, Iran Divestment Act. The list, which is periodically updated, is there. Currently, as of 1/4/18, the link for the list is available at this address:

[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List%20of%20persons%20pursuant%20to%20Tenn.%20Code%20Ann.%2012-12-106%20Iran%20Divestment%20Act%20updated%207.7.17.pdf)

## **Affirmative Action Plan**

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor 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 Contractor'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 and 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 Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

---

(Signature of Contractor)

---

(Title and Name of Company)

---

(Date)

**No Contact/No Advocacy Affidavit**

City of Chattanooga

Purchasing Division

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ (agent name), being first duly sworn, deposes  
and says that:

(1) He/She is the owner, partner, officer, representative, or agent of

\_\_\_\_\_  
\_\_\_\_\_ (business name), the Submitter of the attached  
sealed solicitation  
response to Solicitation # \_\_\_\_\_;

(2) \_\_\_\_\_ (agent name) swears or affirms that  
the Submitter has taken notice, and will abide by the following No Contact and  
No Advocacy clauses:

**NO CONTACT POLICY:** After the posting of this solicitation, a potential submitter is prohibited from directly or indirectly contacting any City of Chattanooga representative concerning the subject matter of this solicitation, unless such contact is made with the Purchasing Division.

**NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting sealed solicitation responses, as well as those persons and/or companies formally/informally representing such submitters, may not directly or indirectly lobby or advocate to any City of Chattanooga representative.

**Any business entity and/or individual that does not comply with the No Contact and No Advocating policies may be subject to the rejection or disqualification of its solicitation response from consideration.**

Submitter Signature:

Printed Name:

\_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2\_\_\_\_.

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_