



Request for Proposals (RFP):

Food and Retail Services
298-NATCTRFOODGIFTRFP



To All Interested Parties

Date 11/14/2016

The City of Asheville’s Western North Carolina Nature Center seeks to contract with a Firm to operate and grow the concessions and gift operations at the Center for a five year period. We are looking for a Firm whose combination of experience and expertise will provide quality driven professional service to the Nature Center and its guests.

I. Background

The Western North Carolina Nature Center is a 42- acre park owned and operated by the City of Asheville and features over 60 species of animals native to the Southern Appalachian Mountains.

The Center is located four miles east of downtown Asheville, North Carolina within a mile of Interstate 240, Interstate 40, and U.S. Highway 70, making it an extremely convenient location for residents of Asheville and tourists coming to the area. As the only Association of Zoo and Aquarium (AZA) accredited facility within 80 miles of Asheville, the Center provides a unique opportunity for guest to make connections with the wildlife of the Southern Appalachians.

The Center has seen substantial growth in attendance and revenue over the past five years. In 2015 the Center welcomed over 120,000 guests and is on a track to exceed 130,000 in 2016.

In satisfaction surveys conducted in 2014 and again in 2016, guests continually listed “a place on site to buy food” and “a gift shop” as important parts of the guest experience at the Nature Center. With most AZA facilities, food and gift is offered for guests with a portion of the proceeds from these opportunities going back into the operational budget or into a capital enhancement account. Up until recently, the Center had no food option other than vending machines and very limited merchandise in its gift operation.

Currently, the Center has three areas dedicated to concessions and gift operations:

- A 200 square foot indoor space in the form of an historic 1800’s cabin,
- A 165 square foot pentagonal deck (uncovered) with adjacent picnic tables designed for a food “cart” operation, and
- A 200 square foot indoor (unconditioned) storage building.

A future 230 square foot indoor and conditioned gift shop space will be available as part of the construction of a new front entrance expected to be completed in late 2017.

There are also three food/drink vending machines operated by a third-party contract through June 2017.

II. RFP Schedule and Format

Issuance of RFP	Nov 15 th , 2016
Questions Due	Dec 2 nd 2016
Proposals Due	December 15 th 2016 ,10:00 am EST
Selection of Firm	December 30 th , 2016
Estimated Contract Start Date	March 1 st 2017

Proposals shall be in digital form (pdf) and submitted electronically. Additionally, one signed copy must be sent by hand-delivery or certified mail to:

Chris Gentile
Director
Western North Carolina Nature Center
75 Gashes Creek Rd
Asheville, NC 28805

Digital proposals and questions related to the proposal should be routed via email to Chris Gentile at cgentile@ashevillenc.gov.

Questions will only be answered by written addenda to this RFP and such addenda will be posted at <http://www.ashevillenc.gov/bids> by December 6th 2016

It is the sole responsibility of all Firms submitting proposals to check this website for any addendums prior to submission. No questions regarding the proposal will be answered after the date specified in the schedule.

Each Firm is solely responsible for the timely delivery of its proposal.

III. Scope of Work

Scope of Services

This specification covers the obligations of the Firm to purchase, manage and evaluate the inventory necessary to consistently fulfill the food and gift demands of visitors to the Nature Center. The staffing and operation of these programs will be entirely the responsibility of the Firm.

A. Food/Concessions

- i. Concessions must be available to guests of the Nature Center on each day that the Center is open. The Center is open to the public daily from 10:00 am – 5:00 pm except the following days – New Year’s Day, Thanksgiving Day, Christmas Eve Day and Christmas Day.
- ii. If for any reason concessions must be closed for a normal operation day, the Firm must immediately notify the Nature Center Director or his/her designee.
- iii. Any items for sale (the “menu”) must be approved by the Nature Center Director or his/her designee.
- iv. Additions/subtractions from the menu can be made at any time but must be approved by the Nature Center Director or his/her designee.
- v. Although the Nature Center has designated the two locations available for food and/or gift in the background section, other areas for carts, machines, etc. can be proposed and discussed with the Nature Center Director or his/her designee.

B. Retail/Gift

- i. Retail/gift opportunities must be available to guests of the Nature Center each day that the Center is open. The Center is open to the public daily from 10:00 am – 5:00 pm except the following days – New Year’s Day, Thanksgiving Day, Christmas Eve Day and Christmas Day.
- ii. Any items for sale (“merchandise”) must be approved by the Nature Center Director or his/her designee.
- iii. If for any reason the retail operation must be closed, the Firm must notify the Nature Center Director or his/her designee as soon as possible.
- iv. Although the Nature Center has designated the two locations available for food and/or gift in the background section, other areas for carts, machines, etc. can be proposed and discussed with the Nature Center Director or his/her designee.
- v. As an additional source of funding for its operational budget, The Nature Center currently operates a Mining Sluice experience. As part of this experience, bags of mining roughage are sold to guests for a fee. The Nature Center will continue to purchase this roughage and sell it to the Firm for sale in gift operations. The minimum purchase price of this roughage by the Firm from the Nature Center is set at \$5.00 per bag. The Firm then reserves the right to re-sell this to guests at a price they choose. The Firm will not be authorized to purchase roughage from any other source besides the Nature Center.

C. Tracking and Reporting

- i. Any cost incurred in establishing a functional Point of Sale software system will be the sole responsibility of the successful Firm.
- ii. A quarterly sales (profit/loss) report will be submitted to the Nature Center Director no later than the 15th day of the month following the previous quarter’s end.

D. Additional Services

- i. The Firm must provide all fixtures and equipment related to the food and gift operation. The City provides the spaces described in the introduction *unfurnished*.
- ii. The Firm has the option to provide catering services at its own cost to any pre-registered groups that are scheduled to visit the Nature Center.

E. Storage and Warehousing

- i. A 200 square foot unconditioned space is designated for the Firm to store any concessions/gift related items needed for operation. This facility does not include any refrigeration/freezer facilities although the Firm can place its units in the space if needed.

F. Theft or Destruction of Merchandise

- i. The City will not be held responsible for any items that are stolen, destroyed or damaged due to environmental factors, utility failures or spoilage.

G. Staffing and Pricing

- i. The Firm will be responsible for all costs associated with providing inventory, pickup /delivery, personnel and administrative costs to operate the food and gift operation.

- ii. The Firm will be responsible for the recruiting and hiring of all staff associated with the operation and will be required to abide by all policies and protocols specific to the Nature Center operations.
- iii. Prices for food items and merchandise will be determined by market demand. The Firm will set all price points and must receive approval on pricing from the Nature Center Director or his/her designee.
- iv. All staff members associated with the food/gift operation must follow the Nature Center's established uniform policy and be recognizable as representatives of the Nature Center. Staff members must wear a name badge and know how to respond in the event of an emergency situation. Staff members will be responsible for carrying an emergency radio and are expected to be reachable at all times via this radio.
- v. A designated staff member representing the Firm must be available to attend bi-monthly Nature Center staff meeting and give a report to staff on operations.

IV. Content Requirement for the Proposal

Proposals shall fully explain the Firm's ability to fulfill all requirements described in the Scope of Work (Section III). The proposal must contain the following items outlined below:

A. Preliminary information

- i. Identification of the Firm(s), including name, address, telephone number and e-mail address of the appropriate contact person
- ii. Working relationship among proposing Firm(s), i.e., prime-subcontractor, if applicable
- iii. Proof of registration with the Secretary of State of North Carolina and authorized to do business in the State of North Carolina
- iv. Signature of an individual authorized to bind the Firm and shall contain a statement to the effect that the Proposal is a firm offer for 120 calendar days extending from the due date of the proposal

B. Qualifications and Capabilities of the Firm(s)

- i. Names, titles, and resumes of key personnel proposed for the duration of the contract indicating the individual's years of experience and background in food and/or gift administration.
- ii. A brief profile of the Firm, including its principal line of business, year founded, form of organization, number and location of branch and home offices, location of office to service this account, number of employees, and a general description of the Firm's financial condition, as well as the name, address, and telephone number of the Firm's financial institution. Identify any conditions (bankruptcy, pending merger, pending litigation, planned office closures) that may impede the Firm's ability to perform the work. The selected Firm must have the financial ability to undertake the work and assume the liability along with an adequate accounting system to identify costs chargeable to the project.
- iii. A brief history of the Firm's experience in providing quality food and gift services to similar organizations.
- iv. Subcontractors, if any, by company name, address, contact person, telephone number, and project function. Provide the same information for each subcontractor as requested above.

C. Related Experience and References

- i. The ability of the Firm to satisfactorily provide the required work by demonstrating competence in the performance of services to be provided; the nature and relevance of other contracts; record of satisfactory performance in similar projects; and supportive customer references. Provide examples of similar contracts the Firm has been awarded (indicating current status of each) within the last three years. For each reference cited as related experience, furnish the name, title, address, and telephone number of the person(s) at the purchaser's organization who is the most knowledgeable about the work performed.
- ii. Examples of similar contracts performed by the subcontractor, citing the same client information.

D. Technical Proposal

Firms must demonstrate its understanding of the project, describe its project approach, and explain how it will meet the Nature Center's needs as outlined in the Scope of Work (Section III). Firms must describe its work plan for performing work under the contract. In addition, provide a response to applicable Scope of Work items as outlined in Section III, specifically:

- i. Steps and schedule for the implementation process including any initial startup costs you expect to incur
- ii. Hiring/Training of personnel related to the operation
- iii. Scheduling of personnel to ensure adequate coverage as outlined in the Scope of Work
- iv. Inventory management of food and gift (including perishables)
- v. Plan for growth of the food and gift operations at the Nature Center
- vi. Financial reporting and forecasting of operations
- vii. The technology software and hardware that will be included in a point of sale, and how merchandise can be sold online to guests outside the Nature Center's physical location
- viii. Description of how the Firm plans to reinvest a portion of net sales in Nature Center facilities and upgrades

E. Required Statements

Firms must complete the attached required certified statements form and submit with their proposal.

V. Terms and Conditions of the Contract

The following are terms and conditions that will be included in the final contract between the City and the selected Firm:

1. **NON-NEGOTIABLE CLAUSES**
The City will not accept exceptions, revisions or alternative proposals to the subsections 6, 7, 8, 13, 17 of section V of the RFP.
2. **OPERATIONAL FEES**
The City will charge the Firm a monthly fee of \$600 for use of the three spaces outlined in the Background (Section I). This fee will be payable the 1st day of each month and submitted to the Nature Center director or his/her designee for deposit. The rental fee includes all utility costs associated with the food/gift operations.

Starting on July 1st 2017, 20% of all Net profits from the Gift Shop operation will be returned to the City and set aside in a special designated account for Nature Center improvements and upgrades. These funds will be submitted on a quarterly basis to the Nature Center director or his/her designee for deposit.

3. TERM OF CONTRACT

Contract will be for a five (5) year term beginning March 1st 2017 through February 28th 2022, with the option to renew for another five (5) year term upon successful completion of the first.

4. INDEPENDENT CONTRACTOR

The relationship between Firm and the Nature Center/City is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. The Firm shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. The Firm shall be responsible for providing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance for all of its employees and subcontractors. The Firm will be responsible for all actions of any of its subcontractors, and ensuring that they are properly licensed.

5. ASSIGNMENT AND SUBCONTRACTS

The Firm will agree not to subcontract, or assign, transfer, convey, sublet, or otherwise dispose of the Agreement, Firm's obligations under the Agreement, or any or all of its right, title or interest, without the City's prior written consent.

The specific individuals and suppliers listed in the proposal and assigned to key positions shall not be removed or replaced without the prior written approval of the City.

6. INSURANCE

The selected Firm agrees to keep and maintain insurance for the duration of this Agreement, including but not limited to commercial general liability, auto liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. The Firm shall furnish the City with certificates of insurance for each type of insurance described herein, with the City listed as Certificate Holder and as an additional insured on the Contractor's general liability policy and provide a waiver of subrogation on the Contractor's general liability and workers' compensation policies. In the event of bodily injury or property damage loss caused by the Firm's negligent acts or omissions in connection with Firm's services performed under this Agreement, the Firm's Liability insurance shall be primary with respect to any other insurance which may be available to the City, regardless of how the "Other Insurance" provisions may read. In the event of cancellation, substantial changes or nonrenewal, the Firm and Firm's insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed until the Firm has furnished to the City the above referenced certificates of insurance and associated endorsements, in a form suitable to the City.

Commercial General Liability:	\$1,000,000 per occurrence
Excess (Umbrella) Liability:	\$1,000,000
Commercial Auto Liability:	\$1,000,000 combined single limit
Workers' Compensation:	Statutory
Employer's Liability:	\$500,000

Firm shall require all of its subcontractor's to meet the above minimum insurance requirements and shall include the City of Asheville as additional insured on the Firms' general liability policy.

7. INDEMNIFICATION

Firm shall indemnify, defend and hold harmless the City and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the Firm or any employee, agent or assign of the Firm. This provision is not applicable to any claim arising out of or related to any active or primary negligence of or by City, its officers or employees.

Nothing herein shall be construed as a waiver on the part of the City to any defense of any claim, including, but not limited to the defense of governmental immunity.

8. RESPONSIBILITIES OF THE FIRM

The Firm shall be properly licensed in North Carolina and skilled in his/her respective trade.

Firm shall perform its services in accordance with generally accepted standards and practices of this type of service customarily utilized by competent Firms in the locale in which the contract is being performed, in effect at the time Firm's services are performed.

The Firm shall not, except as otherwise provided for in this Agreement, subcontract the performance of any work under this Agreement without prior written permission of the City. No permission for subcontracting shall create, between the City and the subcontractor, any contract or any other relationship.

The Firm and its subcontractors shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement, including but not limited to, equal opportunity employment laws, O.S.H.A., minimum wage and hour regulation, and North Carolina State Building Code regulations.

If activities related to the performance of this agreement require specific licenses, certifications, or related credentials Firm represents that it and/or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.

9. TERMINATION

TERMINATION FOR DEFAULT

The City may terminate the Contract upon the Firm's default of any material duty or obligation of the Firm under the Contract and the Firm's failure to cure such default within thirty (30) calendar days of the City's written notice to the Firm of such default. If the default is not capable of cure within said thirty (30) calendar days, the Firm shall provide written notice to the City together with a schedule of cure within fifteen (15) calendar days of the City's notice of default, shall begin action to cure the default within said thirty (30) calendar days, and shall diligently proceed to cure the default. The City may accept the Firm's schedule of cure, may make a written demand that the Firm cure the default **within a time** period set by the City, or may terminate the Contract at the end of the thirty-day default period.

By giving written notice to the Firm, the City may also terminate the Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any other events of default):

- The Firm makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with the Contract, the Firm's proposal, or any covenant, agreement, obligation, term or condition contained in the Contract; or
- The Firm takes or fails to take any action which constitutes grounds for immediate termination under this Contract, including but not limited to failure to obtain or maintain required insurance policies, failure to maintain required inventory, etc. or

- The Firm fails to fulfill or maintain in a timely and proper manner any obligations, duties or provisions of or under this Contract; or
- The Firm fails to consistently meet the reporting requirements of this Contract.

Any notice of default shall identify the applicable section of the Contract, cite the section(s) the Firm is not in compliance with and state the City's intent to terminate the Contract if the default is not cured within the specified period, if a cure period shall be applicable.

OBLIGATIONS UPON EXPIRATION OR TERMINATION

Upon expiration or termination of the Contract, the Firm shall (i) provide a written statement describing in detail all work performed with respect to deliverables which are in process as of the date of termination; and (ii) the City shall have the right to purchase any or all inventory from the Firm; and (iii) promptly return the licensed premises to the City free and clear of all inventory that has been /or will not be purchased by the City, leaving the premises in the same or better condition as upon the date of initial occupancy, normal wear and tear only excepted; and (iv) promptly return all keys to the premises to the City. The expiration or termination of the Contract shall not relieve either party of its obligations regarding "Confidential Information," as defined in the contract.

TRANSITION SERVICES UPON TERMINATION OR EXPIRATION

Upon termination or expiration of the Contract, the Firm shall cooperate with the City to assist with the orderly transfer of the services, functions and operations provided by the Firm hereunder to another provider. Prior to termination or expiration of the Contract, the City may require the Firm to perform and, if so required, the Firm shall perform certain transition services necessary to migrate the work of the Firm to another provider or to the City as described below (the "Transition Services"). Transition Services shall include but not be limited to the following:

Pre-migration Services

- i. Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the work
- ii. Notifying all affected contractors and subcontractors of the Firm

Migration Services

- i. Performing activities as required by the transition services plan throughout process and post-migration
- ii. Answering questions regarding the work on an as-needed basis
- iii. Providing such other reasonable services needed to effectuate an orderly transition to a new provider or the City

Other Transition Services

- i. The Firm shall provide the City and any new provider reasonable access to the licensed premises.
- ii. The Firm shall provide the City and the new provider with copies of all leases, permits, licenses, and other relevant documents.
- iii. The Firm shall provide the City with all maintenance records associated with the licensed premises.

Termination of the Contract shall not relieve the Firm of the obligation to pay any fees, taxes or other charges then due to the City; to file any daily, monthly, quarterly or annual reports; or relieve the Firm from any claim for damages previously accrued or then accruing against the Firm.

The remedies set forth in this Section shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Contract or at law or in equity.

10. MODIFICATION

This Contract may not be modified except by written amendment executed by both parties hereto.

11. SEVERABILITY

Should any provision or provisions contained in this agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect.

12. GOVERNING LAW

This contract is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina. Venue shall be the county of Buncombe.

13. ASSIGNABILITY

This contract is not assignable by either party without the prior written consent of the other party.

14. RIGHT TO AUDIT

Firm shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles, and shall maintain any other records pertinent to this Agreement in a manner so as to clearly document Firm's performance. The City shall have a right to access the fiscal and other records of Firm that are pertinent to this Agreement to perform examinations and audits. Firm shall retain and keep accessible all the fiscal and other records for a minimum of three (3) years following final payment and termination of this Agreement, or until the conclusion of any audit or controversy related to this Agreement, whichever is later.

15. DISPUTES

All claims, disputes and other matters in question between Firm and City arising out of, or relating to, the Contract or breach thereof, shall be decided by a civil action or civil actions, which shall be commenced and tried only in Buncombe County, North Carolina. Each party hereby waives any right or claim for a change of venue from Buncombe County, North Carolina. This section shall be effective notwithstanding any other provisions to the contrary in the Contract or supplements thereto. Nothing herein shall prevent Firm and City from mutual agreement to submit claims, disputes or other matters in question to arbitration, either binding or non-binding, or to mediation.

16. NON-APPROPRIATION

Notwithstanding any other provisions of this Agreement, if the City does not receive funding for this Agreement from the City Council for any fiscal year applicable to this Agreement, then the City shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days' written notice documenting the lack of funding.

17. AMERICANS DISABILITY ACT

Firm shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. Firm hereby agrees to indemnify the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of Firm, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

VI. Evaluation and Selection Procedure

A. Evaluation

Proposals will be evaluated by an evaluation team based on the assessment of the totality of each proposal and the Firm's ability to meet the requirements of this RFP. The evaluation team may engage in discussions with a Firm or Firms, to determine in greater detail the Firm's qualifications. Major criteria to be considered in the evaluation will include, but shall not be limited to, the items set forth below:

- Responsiveness and compliance with the RFP requirements and conditions
- Organizational Background, Qualifications and Capabilities
- Related Experience and References
- Technical Proposal and capacity to provide the services and items required
- Participation of Local /or Minority Firms
- Ability to meet City requirements
- Timeliness of establishing the operation ready to conduct business

B. Negotiations

The City may undertake concurrent negotiations with Firms that are short-listed. The City does, however, reserve the right to award a contract based on the original proposal without any negotiations. The decision to award without negotiation may be made by City if, in the sole opinion of the City, preliminary evaluation of the proposals received indicates that the best achievable and technically acceptable proposal has been received.

Concurrent negotiations with all short-listed may be conducted by the City. Negotiations may be entered into with one or more Firms to finalize contract terms and conditions. In the event negotiations are not successful, the City may initiate negotiations with the next ranking Firm or reject all proposals.

Negotiations will be performed with the objective of the negotiations to reach agreement on all provisions of the proposed Contract. Upon completion of negotiations, the proposal that best meets the requirements of the RFP and ranks the highest in evaluation based on the evaluation criteria shall be recommended to City Council as the successful Firm for award.

C. Selection

The City intends to award a Contract based on the terms, conditions, and attachments contained in this RFP. Firms shall submit proposals which respond to the requirements of the RFP. Contract award, if any, will be made by the City to the responsible Firm whose proposal best meets the requirements of the RFP, and will be the most advantageous to the City with respect to operational plan, quality, and other factors as evaluated by the City. The City shall have no obligations until a Contract is signed between the Firm and City.

VII. City of Asheville reserves the following rights to:

- Modify or cancel the selection process or schedule at any time.
- Waive minor irregularities.
- Reject any and all responses to this RFP and to seek new proposals if it is in the best interest of the City to do so.
- Seek clarification or additional information from responding Firms as it deems necessary to the evaluation of the response.

This Request does not obligate the City to enter into an agreement or pay any costs incurred by Firms in preparation and submission of a statement of qualifications.

Firms responding to this request are notified that City policy, adopted by City Council Resolution No. 93-139, prohibits the City from entering into contracts with persons or Firms who are delinquent in the payment of ad valorem taxes owed to the City of Asheville.

This project is being advertised via the City of Asheville's Purchasing and Contracting website at <http://ashevillenc.gov/bids>.

REQUIRED STATEMENTS FORM

This form is provided for proposers to respond to the “Required Statements” section of this RFP. You may complete and return this form or include your own statements of assurance which meet the requirements.

By submission of a proposal and by including this document, I/we attest and agree to the following:

A. Minority Business Participation

Provide a statement indicating how you will perform minority outreach for this project. The selected firm will be asked to provide documentation indicating their outreach efforts.

B. Drug Free Work Policy

I/We and any subcontractors used shall comply with the City of Asheville drug-free workplace requirement. I/We recognize that a false certification or the failure to comply with the drug-free workplace requirements during the performance of contract shall be grounds for suspension, termination, or debarment.

C. Iran Divestment Act Certification

I/We warrant that, as of the date of submission, I/we are not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, in compliance with the requirements of the Iran Divestment Act and N.C. G. S. § 147-86.59, and shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

- D. Provide a statement of any legal judgments against the Firm within the last five years associated with project performance or professional liability. Upon request the Firm shall provide clarification of the judgment.

- E. I/We assure that the designated project team, including subcontractors (if any), will be used for this project and that departure or reassignment of, or substitution for, any member of the designated project team or subcontractors shall not be made without the prior written approval of the City.
- F. I/We warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City.
- G. I/We warrant that this offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
- H. Ad Valorem Taxes
I/We warrant that the Firm is not delinquent in the payment of ad valorem taxes owed to the City of Asheville.