

City of Chattanooga/Purchasing Department
101 East 11th Street, Suite G-13
Chattanooga, TN 37402

Request for Proposal No.: **187875**

Ordering Dept.: Office of Economic and Community Development, Community Development Office

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

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

Products or Services Being Purchased: **Lead-Based Paint Abatement Contractor Expeditor**

SEALED PROPOSALS MUST BE RECEIVED AS SPECIFIED AND NO LATER THAN

4:00 P.M. E.S.T. ON JULY 30, 2019

ALL QUESTIONS MUST BE RECEIVED AS SPECIFIED AND NO LATER THAN

4:00 P.M. E.S.T. ON JULY 22, 2019

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/images/City_of_Chattanooga - Standard Terms and Conditions Revised 7.18.2018.pdf](http://www.chattanooga.gov/images/City_of_Chattanooga_-_Standard_Terms_and_Conditions_Revised_7.18.2018.pdf)

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.: _____

Contact Person for RFP: _____

E-Mail Address: _____

Signature: _____

Date: _____

COMPLETED AND SIGNED COVER PAGE MUST BE RETURNED WITH PROPOSAL

City of Chattanooga, Tennessee
Office of Economic and Community Development
Community Development Office



Request for Proposals

Lead-Based Paint Abatement
Contractor Expeditor

July 19, 2019

The City of Chattanooga is seeking proposals from qualified non-profit housing entities to partner with the City to expedite the selection and management of qualified lead-based paint abatement contractors to address lead-based paint hazards and safety and health conditions in pre-1978 housing units.

Introduction

The City of Chattanooga Office of Community Development is requesting proposals from qualified and experienced non-profits housing entities (partner entity) to partner with the City in managing the process to identify and secure qualified lead-based paint abatement contractors to address lead paint hazards and unhealthy housing issues in pre-1978 housing units in Chattanooga. The responsibilities of selected partner entity(ies) will center around expediting the components of a process to identify qualified contractors to respond to requests for bids, through to processing payments to the contractors for work performed.

To accomplish the proposed goals, the City may select one or more entities to partner with through this RFP.

Goals of Lead-Safe and Healthy Homes Program

1. Provide lead-based paint inspections and risk assessments in approximately 85 units
2. Provide lead hazard control and healthy home repairs in approximately 75 homes
3. Provided Healthy Home repairs in a minimum of 40 units where lead-based paint hazards have also been identified

The City plans to provide lead-based paint inspections and risk assessments in approximately 85 units and lead hazard control and healthy home repairs in approximately 75 homes. The City plans to complete a minimum of five (5) units per month. The affected properties may be single unit or multi-unit.

Healthy Home repairs will be provided in a minimum of 40 units where lead-based paint hazards have also been identified. This will consist of an inspection to determine if hazards are present that can affect the health and safety of the occupants and provide repairs to address hazards where funding allows. Repairs can include activities such as small plumbing/drain repair, smoke alarm installation, lighting/fan repair and installation, and safety rail/grab bar installation.

This grant will also provide education on the hazards of lead-based paint to local residents and training to local contractors and landlords on clean-up and maintenance of properties where lead-based paint hazards have been identified.

The lead agency, and the agency which will work directly with the Proposer(s), is the Community Development Office (CD).

The Lead-Based-Paint Hazard Reduction (LHR) Grant Program is authorized by Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X of the Housing and Community Development Act of 1992, 42 U.S.C. 4852) and funding is provided by the Consolidated Appropriations Act, 2018 approved March 23, 2018 (Public Law 115-141).

The Healthy Homes Supplemental funding, is intended to enhance the lead based paint hazard control activities by comprehensively identifying and addressing other housing hazards that affect occupant health. The Healthy Homes Supplemental funding is authorized under Section 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-2) and funding is provided by the Consolidated Appropriations Act, 2018 (Public Law 115-141).

Background

The City of Chattanooga Office of Community Development, a division within the City Department of Economic and Community Development (ECD), administers a Lead-Based Paint Hazard Control Grant in the amount of \$1,500,000, and a Lead Safe and Healthy Homes Grant of \$150,000 received from the U.S. Department of Housing and Urban Development (HUD). The purpose of the grant funding is to prevent childhood lead poisoning and improve health and safety conditions in housing units built before 1978. These are units that are occupied by low-income homeowners or are/or can be occupied by very-low tenants (landlord owned/tenant occupied homes). The assisted units must be located within the City of Chattanooga.

The grant funds are used to control or remediate hazardous conditions caused by the presence of deteriorating, peeling, and chipping, lead-based paint and to address harmful health and safety issues in homes where children may live, visit, or play.

The program is limited to homes constructed prior to 1978, and occupied by low or very-low income owners or tenants. Owner occupied homes must have a child less-than 6 years of age that either resides in or visits the house on a regular and frequent basis. Tenant occupied homes do not require an associated child to be eligible for funding, however, occupants must income qualify.

The control/remediation work can vary from painting to replacement of deteriorated components. In some cases, if deteriorated lead paint is found on window sashes or exterior doors these windows and doors may be replaced with Energy Star rated new units. The program may also enclose fascia, gutter boards and soffits with aluminum and in some instances, install new vinyl siding to enclose an existing lead painted surface determined to be a hazard to the occupants.

There are many components associated with the proper execution of activities to be performed under these grants. Securing and managing qualified lead-based paint abatement contractors to perform the work is one of the most critical components, which will be the role of the partner entity.

Available Funding

A total of \$1,025,000 is available through this RFP to control or eliminate lead-based paint hazards or to conduct other housing interventions that are specifically required to effectively control such hazards as follows:

Lead Based Paint Hazards Repairs	\$850,000
Healthy Homes Repairs	<u>\$100,000</u>
Total Lead Grant Funds	\$950,000
Total Grant Mobilization	<u>\$ 75,000</u>
Total	\$1,025,000

Cost per unit is expected to range from \$1,500 to \$12,500. Maximum assistance to a unit is \$15,000.

General Scope and Work

The partner entity is requested to:

1. Identify qualified lead abatement contractors to respond to invitations to bid on projects,
2. Work with CD to develop and maintain a pool of qualified contractors to bid on projects,
3. Select qualified contractors to complete repairs based on a scope of work,
4. Prepare and get signatures on written agreement between the property owner and the lead abatement contractor,
5. If necessary, facilitate process to provide relocation assistance to households
6. Facilitate the process to get ECD's approval on any necessary change orders,
7. Coordinate with CD the process to obtain required lead clearance on each project,

8. Process payments to contractors,
9. Submit documentation to CD for reimbursement of costs incurred, and
10. Market the program to potential contractors and households. , and
11. Follow the City of Chattanooga's Purchasing Manual and all Tennessee competitive bid laws.

Compensation for Services

Fee for Services – Fixed Fee

The City will pay a fixed fee for the services outlined above, with the exception on # 5 (relocation assistance). For purposes of the proposal, the fee amount will be expressed as a percentage of the total cost of each project. The maximum fee the City will pay is 15% on projects with costs under \$5,000 and 10% for projects above that amount. The fee will be broken down into three components for purposes of payment. The portion attributable to partner entity fee, the portion attributable to the contractors' cost and those costs related to family relocation.

Temporary Relocation Assistance

For the sake of protecting the occupants, the City anticipates the occasional necessity to keep the family out of a unit or the sealing off of access to certain areas of a home while the lead-based paint related repairs are being done. When this occurs the family will be accommodated through the provision of stipends, based on length of time they are required to be away from their home or be without access to the cooking and/or bathroom areas.

Because the amount of time it takes to assist a household in this area will vary greatly, the City is open to negotiate an hourly rate for this service.

Vendor Tasks and/or Basic Requirements

A. Role of Community Development Office

Through the Community Development Office (CD), the City proposes to partner with experienced non-profit entity(ies) as to be able to facilitate a process to efficiently and timely manage the process by which lead paint hazards and unhealthy housing issues are addressed

in pre-1978 housing units. There are many components associated with the proper execution of activities to be performed under these grants. Securing and managing qualified lead-based paint abatement contractors is one of the most critical components, which will be the role of the partner entity. CD will be responsible for all preliminary work in regards to identifying and vetting eligible households and projects that will be provided to the partner entity for contractor bidding.

I. Applicants

Applications will be made available by CD to property owners interested in receiving a grant to identify and control lead-based paint hazards. The property owner must complete the application and provide supporting documentation in order to determine their eligibility.

The application will include specific instructions for completion and will list required supporting documentation to be submitted. The completed application and supporting documentation will be maintained by CD. In regards to identifying eligible applicant, CD:

- a) Reviews application and supporting documentation received from applicants for completeness and contacts the property owner to request additional documentation, if applicable (application requirements will be provided to the partner entity by the CD).*
- b) Verifies applicant's homeownership and proof of property insurance.*
- c) Determines applicant's eligibility*
- d) Notifies applicant of their eligibility in writing*

II. Projects

For applicants deemed eligible for assistance, CD will:

- a) Verify age of property and other eligibility requirements*
- b) Facilitate the process to have all lead risk assessments completed on the unit(s),*
- c) Conduct safe and healthy homes assessments,*
- d) Develop work specifications for the control of lead based paint hazards for eligible projects, with cost estimates,*
- e) Monitor the progress and work performance of the contractor*
- f) Conduct clearance tests, and*
- g) Provide occupants applicable post-clearance written materials.*

B. Role of Partner Entity

The partner entity proposed to be assigned responsibilities under the awarded contract must be qualified and have the required experience and certifications.

1. Identify qualified lead abatement contractors to respond to invitations to bid on projects that have been vetted and approved by CD,
2. Work with CD to develop and maintain a pool of qualified contractors to bid on projects,
3. Through the partner entity's written procurement process, select qualified contractors to complete repairs based on a scope of work created by CD which will be based on issues identified in a lead risk assessment and healthy homes evaluation,
4. Prepare and obtain signatures on written agreement between the property owner and the lead abatement contractor for identified work to be performed, forwarding originals to CD,
5. If necessary, facilitate process to provide relocation assistance to households, as prescribed in CD's grant policies Uniform Relocation Assistance Act (URA). Carrying out temporary relocation for families and individuals while the remediation is conducted and until the time the affected unit receives clearance for re-occupancy. When persons with disabilities are temporarily relocated, they must be placed in housing that is compliant with Section 504 of the Rehabilitation Act (See 24 CFR part 8) HUD expects that most temporary relocation for lead hazard control work would be for 10 days or less.
6. Facilitate the process to get ECD's approval on any necessary change orders,
7. Coordinate with CD the process to obtain required lead clearance on each project,
8. Process payments to contractors upon satisfactory completion of work and presentation of an invoice,
9. Submit documentation to CD for reimbursement of costs incurred, and
10. Market the program to potential contractors and households.

I. Identify Qualified Lead Abatement Contractors

All lead hazard remediation services for the City of Chattanooga Lead Hazard Control Grant Program shall be completed by TDEC certified Lead-Based Paint Abatement professionals. Services will include but not be limited to: lead-safe work practices; abatement that includes component replacement, enclosure and encapsulation; scraping/prepping and painting interiors and exteriors; replacement or installation of exterior siding, windows and/or window-frames,

interior/exterior doors and doorframes; along with any associated general carpentry/construction work necessary to accomplish timely, quality services and meet federal HUD funding compliance requirements.

Contractor must be documented lead abatement contractor; Lead Abatement Supervisor and Lead Abatement Worker to support unit production.

All contractors that work on target housing projects must be trained on how to comply with all the regulatory requirements necessary to contain Lead-Based Paint (LBP) contaminants. This can only be done by the Certified Renovator. Their training records must be available on each job site they are working, just in case of an unannounced onsite visit by the State. Violations can result in a heavy fine.

Additional Paperwork and Staff Required for Lead Based Paint Jobs

Each job will require a file that will include:

- a) Renovate Right Brochure(s) – signed by owner and tenant(s), if applicable
- b) Contract – Outlining scope of the work to be done
- c) LBP testing results, if testing is authorized to be conducted
- d) Training records of employees assigned to job
- e) RRP Certified Renovators final report certifying that all work was done in compliance with regulations

Additional general information about the rules, regulations, and guidelines governing the lead remediation activity is available through these websites:

Rules of Department of Environment and Conservation Division of Solid Waste Management
Chapter 1200-1-18 Lead-Based Paint Abatement

<http://publications.tnsosfiles.com/rules/1200/1200-01/1200-01-18.pdf>

Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (2012 Edition)

https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines

EPA Renovation, Repair and Painting Program

<https://www.epa.gov/lead/renovation-repair-and-painting-program>

OSHA Lead in Construction Standard

<https://www.osha.gov/Publications/osha3142.pdf>

All remediation, healthy home, and repair service is under the City of Chattanooga building code as listed on the City Of Chattanooga website:

<http://www.chattanooga.gov/economic-community-development/land-development-office/adopted-codes>

International Building Code, 2012 edition;
International Residential Code, 2012 edition;
National Electrical Code, 2011 edition;
International Fire Code, 2012 edition;
International Mechanical Code, 2012 edition;
International Plumbing Code, 2012 edition;
International Energy Conservation Code, 2009 edition;

II. Manage a Pool of Lead Abatement Contractors

Acting as subcontractors to the partner entity, qualified lead abatement contractors that meet the criteria established by ECD and are part of a pool of such contractors will be assigned work by the partner entity. The work assignments will be made by the partner entity on a rotating basis (i.e., each lead abatement contractor that is part of the pool will be awarded work on a rotating basis). The contractors must complete the scope of work developed by ECD and within the pre-set costs determined by ECD. In order to develop and maintain this pool of subcontractors, the partner entity will be required to perform the following:

- a) Recruit eligible lead abatement contractors into a pool of such contractors (eligibility criteria, including those requirements for licensure,
- b) Maintain a consistent number of lead abatement contractors in the pool by recruiting additional contractors as needed.
- c) Encourage the recruitment of contractors that are of low or very-low income or to those contractors who employ persons of low or very-low income, and reports to ECD the use of such contractors.
- d) Ensure contractors maintain their eligibility for participation in the program and if they do not, removes them from the pool.

III. Review and Process Change Orders

A change order is defined as written request to change an amount, requirement or time period specified in the written agreement between the property owner and the lead abatement contractor, provided the change order is within the scope of the written agreement. In the event change orders are required, the lead abatement contractor will notify the partner entity, who after reviewing and approving this request, will notify ECD. If ECD agrees, ECD will issue a change order. ECD will then notify the partner entity of the approved change order, who will then perform the following: Attach change order to written agreement between property owner and lead abatement contractor.

IV. Issue Payments to Lead Abatement Contractor and Submit Invoices to ECD

Upon completion of the lead hazard control and/or healthy homes work, the lead abatement contractor will notify ECD. ECD will then review the completed work to ensure it meets the requirements as specified in the scope of work. If not, ECD will advise the lead abatement contractor of the deficiencies identified and advise the lead abatement contractor of the corrections needed to meet the original requirements.

Once these requirements are met, ECD will collect lead dust wipe samples. If results of these dust wipe samples indicate the property has NOT been cleaned of lead, the lead abatement contractor will be required to re-clean the property until the original requirements are satisfied.

If the results of these dust wipe samples indicate the property has been cleaned of lead, ECD will issue a Certificate of Compliance. The lead abatement contractor will then submit the Certificate of Compliance, along with the dust wipe sample results, to the partner entity, who will then perform the following:

- a) Ensure all documentation has been submitted.
- b) Issue payment in the form of a check to the lead abatement contractor, in the amount stated in the agreement including change orders, if applicable.
- c) Submit invoice to ECD for reimbursement that includes the required supporting documentation.

Project Deliverables and Timeline

As proposed in the grant applicant for the funding from HUD the City proposes to accomplish the following by December 31, 2020.

1. Provide lead-based paint inspections and risk assessments in approximately 85 units
2. Provide lead hazard control and healthy home repairs in approximately 75 homes
3. Provided Healthy Home repairs in a minimum of 40 units where lead-based paint hazards have also been identified

The City's goal is to provide lead hazard control and healthy home repairs in no less than 5 units per month.

The partner entities assist the City in accomplishing the outlined goals by performing components identified under Vendor Tasks and/or Basic Requirements.

Contract Term Duration

The desired contract term will be from August 1, 2019 until all funds awarded have been expended, or until December 30, 2020 whichever occurs first.

Compliance

Once a vendor is identified, a specific statement of work with deadlines and deliverables will be developed. ECD will use the deadlines and deliverables to monitor compliance.

Preferences

Partner entity should demonstrate expertise and capacity in soliciting and managing contractors in the renovation of housing units assisted with federal and or state housing grants.

RFP Lifecycle

Initial Screening

The initial screening of submitted proposals will occur as soon as practical following the opening. The initial screening process will involve evaluating all proposals for completeness, clarity, and conformity to all RFP requirements.

Proposals not meeting minimum requirements may not receive further consideration. The City, at its sole judgment will determine if a proposal is viable.

For a list of required materials, **see the CHECKLIST OF REQUIRED SUBMISSION MATERIALS.**
Proposals missing required materials may not receive further consideration.

Proposal Evaluation

Viable proposals will be evaluated by an Evaluation Committee.

Evaluation Committee

A committee consisting of individuals selected by the City will receive and evaluate all viable Proposals. Each Proposal will be awarded a maximum of 5 points based on the evaluation criteria.

A Proposer may be selected based solely on evaluation of viable written Proposals. The City reserves the right to determine whether or not a Proposer can be selected based solely on the viable written Proposals submitted.

Selection of Finalist(s) and Formal Presentations

In the event that a Recommended Awardee cannot be selected solely on the Proposals submitted, the City may invite any number of qualified firms for formal presentations. Selection of Proposers for Finalist formal presentations (if any) and for contract negotiations will be determined based on an objective evaluation of the criteria listed above. Formal presentations provide an opportunity for clarification of the proposal submitted and an opportunity to ensure that a thorough, mutual

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

The Evaluation Team may revise the initial scores based upon clarification of proposal(s) received in this phase. If your company is invited to give a presentation, the offered dates may not be flexible.

After review of the proposals and formal presentations (if any), the Evaluation Team will make a recommendation. 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 may select the highest ranked Offeror(s) as finalist(s) if it is in the best interest of the City. The City may negotiate an agreement.

The City reserves the right to invite any number of Proposers if the quality of the Proposal(s) so merit(s) or other circumstances justify doing so.

Presentation costs are not compensable.

Selection of Awardee(s)

After review of the Proposals by the Evaluation Committee and after Formal Presentations, if any occur, 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) or the proposal(s) that is(are) in the best interest of the City to negotiate agreement.

Evaluation Criteria

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

The minimum categorical criteria that will be applied to the proposal information, in order to assist the City in selecting the most qualified proposer(s) for the contract, are as follows:

- **50 percent: Competence and Approach**
 - **Competence to Perform the Scope of Work**
 - **Approach to the Scope of Work**
- **30 percent: Qualifications and Team Experience**
- **15 percent: Reference Projects**
- **5 percent: Price/Value/Cost Efforts**

Selection of Proposals for any reason will be determined based on an objective evaluation of the criteria listed above.

Tentative Timeline for RFP

The following represents a tentative outline of the process currently anticipated by the City:

- | | |
|--|---|
| ● Request for Proposals distributed | July 19, 2019 |
| ● Written Questions Submission Deadline | July 22, 2019, 4:00 p.m., e.s.t. |
| ● Sealed Proposals Due | July 30, 2019, 4:00 p.m., e.s.t. |
| ● Evaluation Process Complete | August 6, 2019 |
| ● Contract Award | August 9, 2019 |

GENERAL INSTRUCTIONS TO PROPOSERS

Sealed Proposals must be submitted in the format specified in this document for time-stamping to the City of Chattanooga, Purchasing Department, by **no later than 4:00 p.m., e.s.t., on July 30, 2019**, to the attention of:

**City of Chattanooga/ Purchasing Dept.
101 East 11th Street, Suite G-13
Chattanooga, TN 37402
(Phone: (423) 643-7230)**

Late or misdirected proposals shall be rejected and offered for return at the expense of the Offeror. Postmarks are not accepted. E-mailed proposals are not accepted. Incomplete proposals are not accepted.

REQUESTS FOR INFORMATION/QUESTIONS

All questions, and requests for information or clarification must be submitted in writing as specified here, and will be accepted **until 4:00 pm, est, on July 22, 2019**, and shall be sent to:

Preferred method of asking questions: **email to rfp@chattanooga.gov** with Subject line reading: **QUESTION: RFP 187875 Lead Abatement Expeditor**

Alternative method: mail or fax with clear marking on outside of package or cover sheet
QUESTION: RFP 187875 Lead Abatement Expeditor

**City of Chattanooga/ Purchasing Dept.
101 East 11th Street, Suite G-13
Chattanooga, TN 37402
Phone: (423) 643-7230, Fax: (423) 643-7244**

Questions will be answered by Addendum to be posted to <http://www.chattanooga.gov/purchasing/bidssolicitations> as soon as possible after the deadline for questions.

Communication During The Entire RFP Process Until a Contract Is Issued

Any communication concerning this RFP must be conducted exclusively with Deidre Keylon 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.

Number of Copies 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 or jump drive. Discs will not be accepted. All proposals shall be submitted in a sealed, non-transparent envelope or box clearly labelled with the issuer's name and address and **"RFP 187875 Lead Abatement Expeditor"** on the label or outside of box or envelope.

ALL COPIES MUST BE COMPLETE AND IDENTICAL TO THE ORIGINAL, INCLUDING

COPIES OF SIGNATURES, NOTARY STAMPS, ETC.

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.**

Incurred 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.

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 posted at:

http://www.chattanooga.gov/images/City_of_Chattanooga_-_Standard_Terms_and_Conditions_Revised_7.18.2018.pdf

Exceptions to City of Chattanooga Standard Terms and Conditions

Label a separate response section detailing any exceptions to the (a) RFP and/or to the (b) City of Chattanooga Standard Terms and Conditions as posted at:

http://www.chattanooga.gov/images/City_of_Chattanooga_-_Standard_Terms_and_Conditions_Revised_7.18.2018.pdf

The City of Chattanooga Standard Terms and Conditions will apply to any agreement resulting from this solicitation. Only exceptions that are specified within a solicitation response submission packet will be considered for potential negotiation by the City. Negotiation is not guaranteed.

Format Required: Please isolate and reference the specific Section of the City of Chattanooga Standard Terms and Conditions to which an exception is taken, and provide alternative language for that specific section. Please do not simply provide a full replacement Terms and Conditions document.

Failure to include any desired exceptions within a solicitation response submission packet may result in disqualification of a solicitation response.

Failure to include any desired exceptions in the format required may result in disqualification of a solicitation response.

Solicitation preparation costs are not compensable.

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 City Purchasing Division.

CHECKLIST OF REQUIRED SUBMISSION MATERIALS:

Upon opening, proposals will be examined for the presence of these required materials and **may be rejected** if **all** items, completed as asked, are not included:

1. **Sealed Envelope or Box** - exterior surface MUST be labelled with “**RFP Lead Abatement Contractor Expeditor**” and proposer name, address, and phone #
2. **Complete Proposal Response Narrative** - must address Scope of Work and Proposal Response portions of this document.
3. **TABBED sections as follows:**
 - a. **TAB 1 Firm’s Cover Letter**
 - b. **TAB 2 Any and all exceptions to the RFP and/or City of Chattanooga Standard Terms & Conditions; MUST be submitted with response to be considered**
 - c. **TAB 3 PROPOSAL RESPONSE**
 - d. **TAB 4 Qualifications/History/References/etc.**
 - e. **TAB 5 Pricing/Proposal Cost Summary**
 - f. **TAB 6 ALL Forms below:**
4. **Completed, dated, and signed forms that **MUST** be present with submittal:**
 - a. Completed and signed RFP cover page (in addition to firm’s cover letter)
 - b. Proposer Qualification Data Form
 - c. W-9
 - d. Supplier Information Form
 - e. Experience Reference Form(s)
 - f. Iran Divestment Act Form
 - g. Affirmative Action Plan Form
 - h. No Contact/No Advocacy Affidavit (**MUST be notarized and stamped**)
 - i. Any and all signed Addenda cover pages from Addenda documents posted to www.chattanooga.gov, then Bids Solicitations, related to this solicitation item. **These postings may occur up to 48 hours before the RFP due date/time.** For addenda posted in the last ninety-six (96) hours before the due date/time, properly identified, signed addenda cover pages to accompany proposals that have already been shipped will be accepted by e-mail to rfp@chattanooga.gov.

PAYMENT OF SERVICES

1. The City will make payment according to the City's policies and procedures, after contract execution.
2. Invoices
 - a. Accurate and complete Invoices, with all backup documentation, shall be submitted to:

City of Chattanooga
Attn: Department of Economic &
Community Development/
Community Development Division
C/O LEAD Grant
101 East 11th Street, Suite 200
Chattanooga, TN 37402

With a copy to
acctspayable@chattanooga.gov

- b. Contractor's Invoice must list a valid Email Address for billing questions and inquiries.
- c. Contractor'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 Contractor 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 Contractor 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.

Proposal Cost Summary Form

The summary below reflects all projected costs for The City. Supporting detail must be attached in the form of a line item detail describing hourly rates and projected expenses, including all travel costs, along with any other detail that will lead to a clear understanding of the proposal.

Item	Cost
Total Cost	

PROPOSER QUALIFICATION DATA

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

1. Company Name of proposer (Please list official name, and any and all “doing business as” names, if any, associated with the company):

2. Proposers federal tax identification number: _____ (Attach Form W-9)

3. The proposer is organized as a (specify type of entity, e.g. sole proprietor, partnership, for profit corporation, non-profit corporation, limited liability company, etc.)

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

5. If a corporation or limited liability company, the state where it is formed:

6. Is your company registered with the Tennessee Secretary of State?
- a. YES
 - b. NO - Please explain

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

8. Describe any pending plans to reorganize or merge your organization.

9. Have you or any officers and/or directors of your company ever been debarred or suspended by a government from consideration for the award of contracts?

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

b. NO

10. Have you or any officers and/or directors of your company ever been disqualified, removed, sued, or otherwise prevented from proposing on or completing any contract?

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

b. NO

11. Have you or any officers and/or directors of your company ever been charged with liquidated damages on a contract?

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

b. NO



City of Chattanooga Supplier Information Form

Business Name: _____

PO Address: _____

Remittance Address: _____

If your business Tax Filing Status is Individual/Sole Proprietor or a Partnership and you provide a service to the City of Chattanooga, you will be issued a 1099 Form for the preceding Tax year. Please indicate which address you wish your document sent to if applicable:

1099 Address: _____

Contact Name: _____

Primary Phone Number: _____

Primary Fax Number: _____

Primary Email: _____

Are you Providing: (Check All That Apply)

- Service Construction
- Goods
- Both

Vendor Type (Must be Marked-Check All That Apply)

- MBE-Minority Business Enterprise
- WBE-Woman Business Enterprise
- SDVBE-Service Disabled Vet Business Enterprise
- LGBTE-LGBT Business Enterprise
- None of the Above

Preferred Payment Method

- Check
- ACH

ACH-Please provide remittance notice email and complete Separate City ACH Authorization Form:

Authorized Representative Signature

Print Name

Date

Experience Reference Form

Bidder/Offeror: _____

(Attach as many copies of this form as may be needed)

Reference

Name of Project: _____

Location: _____

Service Date Range:

Firm Name for Contact Person: _____

Name of Contact Person: _____

Telephone Number for Contact Person: _____

Email Address (required): _____

Reference

Name of Project: _____

Location: _____

Service Date Range:

Firm Name for Contact Person: _____

Name of Contact Person: _____

Telephone Number for Contact Person: _____

Email Address (required): _____

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 more information, please contact the State of Tennessee Central Procurement Office,

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

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: _____

[STAMP]