CITY OF CHATTANOOGA PURCHASING DEPARTMENT 101 EAST 11th STREET, CITY HALL, SUITE G-13 CHATTANOOGA, TENNESSEE 37402

Request for Proposal No.: 176950 Ordering Department: Transportation Buyer: Deidre Keylon; e-mail: <u>rfp@chattanooga.gov</u> (NO E-MAILED PROPOSALS ACCEPTED!) Phone No.: 423-643-7231; Fax No.: 423-643-7244

Products or Services Being Purchased: COMMUNITY ENGAGEMENT AND CONSULTING SERVICES -CONTRACT NO. T-18-010

> SEALED PROPOSALS MUST BE RECEIVED AS SPECIFIED AND NO LATER THAN 4:00 P.M., E.S.T., NOVEMBER 20, 2018 ALL QUESTIONS MUST BE RECEIVED AS SPECIFIED AND NO LATER THAN 4:00 P.M., E.S.T., NOVEMBER 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/images/City_of_Chattanooga_-_Standard_Terms_and_Conditions_Re vised_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: | | |
| Payment Mailing Address: | | |
| Phone/Toll-Free No.: | Fax No.: | |
| Primary Contact Person for RFP: | | |
| Primary Contact E-Mail Address: | | |
| Authorized Signature: | | |
| Date: | | |

COMPLETED AND SIGNED COVER PAGE MUST BE RETURNED WITH PROPOSAL



Request for Proposals For

Professional Community Engagement and Consulting Services Contract #T-18-010

City of Chattanooga, Tennessee

November 2018

Section 1

Introduction

REQUEST FOR PROPOSALS FOR CITY OF CHATTANOOGA, TENNESSEE (10-30-18)

INTRODUCTION

BACKGROUND

Vulnerable Road User Safety Initiative is a strategic approach built upon a profound goal of zero fatalities on streets. Vulnerable Road User Safety Initiative in Chattanooga is a pilot collaborative effort by the City of Chattanooga Transportation (CDOT) and Police (CPD) Departments to recalculate and re-distribute photo enforcement funds for traffic safety improvements and awareness.

Vulnerable Road User Safety Initiative Principles:

- Traffic deaths are preventable and unacceptable.
- Human life takes priority over mobility and other objectives of the road system. The transportation network should be safe for all users, for all modes of transportation, in all communities and for people of all ages and abilities.
- People are inherently vulnerable and speed is a fundamental predictor of crash survival. The transportation network should be designed for speeds that protect human life.
- Safe human behaviors, education, and enforcement are essential contributors to a safe system.

These principles are categorized by the "5 E's" of Vulnerable Road User Safety Initiative which include Evaluation, Equity, Engineering, Enforcement and Education. An outreach and educational component underlies all of the other big "E's" and includes a targeted media campaign regarding specific traffic safety issues aimed at a specific audience.

PURPOSE OF RFP

This RFP results from the City's desire to select a Consultant to perform Community Engagement Consulting Services. These services will be begun and provided by the selected firm during the City of Chattanooga fiscal year 2019 (July 1, 2018, through June 30, 2019, also referred to as FY2019).

The City reserves the right to extend this agreement for an additional three (3) years, in single year increments. The City also reserves the right to terminate this agreement at the

end of any single year, and thereafter either pursue pre-qualification or pre-selection through another RFP, or to select providers of these services through another means.

DESCRIPTION OF PROJECT SCOPE

This project is specifically designed to engage with a consultant who can conceptualize, and implement a safety educational and social impact marketing campaign focusing on the Vulnerable Road User Safety Initiative principles. This includes working collaboratively with stakeholder groups, developing a strategic public-facing campaign with specifications and probable costs, designing/producing campaign elements of the campaign according to specified criteria.

The scope of services required by this RFP may include some or all of the following Services Categories:

Provide a comprehensive community engagement and public education campaign, designed to raise awareness and educate the community about Vulnerable Road User Safety Initiative to achieve set key objectives of CDOT and CPD. The campaign will utilize a multimedia approach to attract, engage and inform key stakeholders and collaborate with community partners. The approach will highlight a creative and effective community engagement program that yields information, consensus and momentum for implementation of the plan. Goals of the planning process include to:

A. Engage the community at large, as well as key project stakeholders and other community partners.

B. Explore and highlight the proven strategies to eliminate fatal and serious traffic crashes in the city. Identify options for the City to exercise leadership in meeting those needs.

C. Support the City's efforts to create a community-wide master plan that can serve as a framework for the Vulnerable Road User Safety Initiative implementation efforts, as well as its partners in the community. Engage and energize leadership in support of the plan and its implementation.

D. Provide professional project management services to design, produce and implement the campaign.

This list is not meant to be comprehensive, but simply to represent the variety of services that may be requested. Respondents shall include information relative to qualifications for all of the categories within this RFP.

Section 2 Instructions for RFP

General Instructions to Proposers:

<u>Sealed</u> Proposals must be in a <u>clearly labelled</u>, <u>non-transparent envelope or box</u> (issuer name and address and RFP number and name <u>on package label</u>) and submitted as otherwise specified to the Purchasing Department, City of Chattanooga, for time-stamping by <u>no later than 4:00 p.m., e.s.t., on November 20, 2018</u>, to the attention of:

City of Chattanooga Purchasing Dept (**Attn RFP 176950**) 101 East 11th 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. E-mailed submittals 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**.

Required Forms, Including Addenda Signature Pages

All enclosed forms and signature pages must be complete including signature/date and must be submitted with the proposal. All addenda cover pages (which may be added to www.chattanooga.gov, under Bid Solicitations, then with the RFP materials until forty-eight (48) hours before the due date/time) must be signed/dated and submitted with the proposal; or, if proposal has been submitted prior to the website posting, Addenda signature pages for those items only may be accepted by e-mail to dmkeylon@chattanooga.gov.

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.

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/images/City_of_Chattanooga_-_Standard_Terms_and_Conditions_Re vised_7.18.2018.pdf

Any exceptions to the RFP itself or to the Standard Terms and Conditions must be

submitted with the Proposal. In the cover letter or in a separate letter included with the submittal, Proposers shall state any and all exceptions to or deviations from the terms of this Request for Proposals and the Standard Terms and Conditions at www.chattanooga.gov. 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.

RESERVATION OF CITY RIGHTS

- A. The City reserves the right to request clarification of information submitted and to request additional information of one (1) or more SUBMITTALs.
- B. The City reserves the right to negotiate the Agreement/Contract for Community Engagement and Consulting Services with the next most qualified finalist if a successful finalist does not execute an Agreement/Contract within fifteen (15) days after submission of an Agreement to such offeror. The City reserves the right to negotiate all elements of work that comprise the selected SUBMITTAL.
- C. The City reserves the right, after opening the SUBMITTALs, or at any other point during the selection process, to reject any or all SUBMITTALs, modify or postpone the proposed project, evaluate any alternatives offered, or accept the SUBMITTALs that, in the City's sole judgment, is in its best interest.
- D. The City reserves the right to select less than four firms to provide Community Engagement and Consulting Services, if, in the City's sole judgement, an insufficient number of firms meet the City's qualifications.
- E. The City reserves the right to terminate the Agreement if the Consultant fails to <u>commence the work described herein</u> upon giving the Consultant a 30 (thirty) day written Notice of Intent.

PRE- RFP CONFERENCE (Not Required)

FACILITY VISIT (Not Required)

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.

QUESTIONS/REQUEST FOR ADDITIONAL INFORMATION

All questions and requests for information or clarification must be submitted <u>in writing</u>, and will be accepted <u>until 4:00 p.m., e.s.t., on November 9, 2018</u>, and shall be <u>clearly labelled</u> (if by e-mail, label on the subject line) as :<u>QUESTION re:RFP No. 176950 – Community</u> <u>Engagement Consultant</u> and sent to:

rfp@chattanooga.gov

If e-mail is not available, mail to:

City of Chattanooga Purchasing Division Attn: Deidre Keylon, Buyer 101 East 11th Street, Suite G13 Chattanooga, TN 37402 Phone: (423) 643-7231 Fax: (423) 643-7244

Mail must be clearly labelled with :QUESTION re:RFP No. 176950 – Community Engagement Consultant

All questions will be answered by Addendum, posted at www.chattanooga.gov under Bid Solicitations as soon as possible after the Deadline for Questions. As with all Addenda cover sheets, the Q&A Addendum cover sheet must be signed and returned with the proposal.

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.

Section 3

RFP Contents

PROPOSAL PACKAGE CONTENTS

GENERAL INFORMATION

The proposal submittal shall provide the following general information:

- A. Identify the name, address, telephone, email, and facsimile numbers of the Consultant and the principal contact person.
- B. Identify the type of firm or organization (corporation, partnership, joint venture, etc.) and describe the entity that will serve as the contracting party.
- C. Submit a project organization chart.
- D. Submittal shall identify the portions of the work that will be undertaken directly by the Consultant and what portions of the work will be subcontracted. At a minimum, submittals must identify the lead parties that will undertake the various roles for the various phases.
- E. Describe the proposed contractual relationships between the Consultant and all major partners and subcontractors relative to the various phases of the project.
- F. Describe the history of the relationships among the Project Team members, including a description of past working relationships.
- G. Provide the history, ownership, organization, and background of the Consultant. If the Consultant is a joint venture, the required information must be submitted for each member of the joint venture firm. Include the following:
 - 1. Names of partners, and company officers who own 10 percent or more of the shares;
 - If the Consultant or joint venture is a subsidiary of a parent company, state when the subsidiary was formed and its place in the corporate structure of the parent company. If a subsidiary is newly created for the purposes of responding to this RFP, the reasons for this action must be fully disclosed; and
 - Identify any lawsuits or litigation, permit violations, and/or contract disputes for other projects by the Consultant.

QUALIFICATIONS AND EXPERIENCE

The Consultant shall provide the following regarding technical qualifications and experience dealing with the Community Engagement and Consulting Services:

A. Qualifications:

Provide a summary of the experience of the Consultant's Project Team working together for the Community Engagement and Consulting Services. This should include:

- Highly experienced public health/social impact marketing team required including project management with marketing and public relations, digital communications, video production, advertising, community events, media outreach, social media and collateral material creation and distribution.
- Experience in transportation multimodal implementation projects, deep familiarity of the nonprofit community, and a track record in corporate marketing.
- Understands the roles and contributions of all sectors of the Chattanooga community and can mobilize resources (financial and human) through meaningful engagement.
- B. Experience:

Provide a list of three (3) to five (5) Projects that have involved Community Engagement and Consulting Services in which the Consultant's Project Team has worked on together or singularly. Include name of each project, description of each project, location of each project, dates and times work was performed, and name, address and phone number of owner and/or contact person.

C. Competency:

Provide resumes of the Consultant's Project Team including the Project Manager and all key technical personnel that will be used for the Community Engagement and Consulting Services and/or other projects as applicable to this RFP. Resumes should include information on professional registrations and certifications of each team member.

1. Preference will be given to a team that includes the industry preferred certified health education specialist credential. <u>https://www.nchec.org/list-of-employers-who-hirerecognize-ches-and-mches</u>

PROPOSAL SCOPES OF WORK

- A. General Scope of Work
 - The Consultant shall describe in detail its overall approach that will be used by its Project Team to perform the scope of work described herein for the Community Engagement and Consulting Services.

- The Consultant shall provide all labor, benefits, equipment, materials, fuel, utilities, insurance, out-of-pocket expenses, and other related services required in connection with the Community Engagement and Consulting Services.
- The Consultant shall obtain all necessary permits and approvals from all federal, state, and local regulatory agencies related to the Community Engagement and Consulting Services projects.
- The Consultant shall provide and submit reports and certifications as required by all applicable regulations in regards to the work of the Community Engagement and Consulting Services.
- The Consultant shall coordinate its work with the City's Project Manager for each specific project it is selected for.
- The Consultant shall conduct the work for the Community Engagement and Consulting Services in compliance with all applicable federal, state, and local laws, regulations, permits, and approvals.
- The Consultant shall provide adequate supervision and technical and managerial oversight of the Consultant's employees, subcontractors, and agents.
- B. Specific Scope of Work
 - Align plan with project/department goals The development of an engagement plan must align with set project goals and utilize information, collaborative partners and clear messages to share the core messages out in the community. This plan will include project elements and associated
 - Identify key target audiences Specify how you will engage the target audiences to achieve set project goals.
 - Involve key partners Involve key community partners in your engagement plan to further enhance and support the project as well as promote it to various constituencies.
 - Leverage existing opportunities Utilize owned media and resources to bolster engagement activities. Reach out to internal and external partners to gauge available resources.
 - Utilize effective and efficient channels Identify and utilize various channels and methods to deliver messages, and to increase community-wide publicity.
 - Develop meaningful and memorable messages Develop key messages that are consumer friendly that will resonate within the community.
 - Monitor campaign timing Effectively utilize timing to maximize public awareness of campaign.
 - Engage naturally occurring communities Find groups within the community that will allow project team to host an event during their regular meeting times or in

their space. Examples include faith communities, social clubs/interest groups, businesses, residential communities with a special emphasis on equity.

- 9. Resources Campaign Elements
 - a. Collateral materials
 - b. Campaign digital slide deck for use by key partners, staff, community members, etc.
 - c. Facts & Statistics
 - d. Media Kit
 - e. Website
 - f. Campaign video
 - g. Social Media
 - h. Custom Content
 - i. Press Releases
 - j. Logos/Icons
 - k. Platform for subject matter expert(s) to assist with educating the community about the project and how they can get involved.

City Supplied Services

The City will provide the following as a part of the project:

- A. The City will provide a project manager as the single point of contact, who will be responsible party for the City.
- B. Approve all design and implementation elements to ensure that it complies with Departmental goals and objectives
- C. Approve all expenses and production fees which are separate, distinct, and non-inclusive of the base project management fee.

Financial Resources

The Consultant shall provide documentation that the firm is of sound financial standing and have the financial ability to work in the capacity of Community Engagement and Consulting Services.

Terms and Conditions

The terms and conditions shall be those addressed in the City standard engineering contract/agreement unless otherwise listed below.

www.chattanooga.gov/public-works-files/StandardEngineeringAgreementr7.pdf

A. Except for information and data that is protected under law as confidential, all reports, permits, applications, etc. filed in connection with the work will be available for public inspection.

- B. Representatives of the City shall have access at reasonable times to the site(s) of the Consultant's operations for the purposes of conducting inspections, or reviewing or copying records related to the construction of the individual projects the Consultant is selected for.
- C. Audit Provisions
 - The City or its assignee may audit all financial and related records (including digital) associated with the terms of the contract or agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and/or equipment claimed by the Consultant. The City may further audit any Consultant records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement) or to identify conflicts of interest.
 - 2. The Consultant shall at all times during the term of the contract or agreement and for a period of five (5) years after the end of the contract, keep and maintain records of the work performed pursuant to this Contract or Agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Consultant. Documents shall be maintained by the Consultant necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. The Consultant shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.
 - The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the Consultant and any subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of the Consultant's obligations to the City.
 - 4. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City unless the audit identifies significant findings that would benefit the City. The Consultant shall reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.
 - This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

ALTERNATE APPROACHES (Not Required)

LENGTH OF CONTRACT

The length of the agreement shall be as follows:

A. Community Engagement and Consulting Services – One year, with provisions for three additional years in one-year increments.

Section 4 Review and Evaluation of Proposals

REVIEW AND EVALUATION OF PROPOSALS

All proposals submitted in response to this RFP will be evaluated by an Evaluation Team, 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 Team

A committed consisting of individuals selected by the City will review all proposals submitted. Each proposal will be awarded a maximum of 5 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:

- **30 percent**: General Experience as indicated in response to Section 3 Qualifications and Experience **Part A: Qualifications**
- **30 percent**: Previous Experience as indicated in response to Section 3 Qualifications and Experience **Part B: Experience**
- **30 percent**: Project Team Experience as indicated in response to Section 3 Qualifications and Experience Part C: Competency including the assignment of specified staff and availability of staff
- **10 percent**: **Price**. Value to City/Cost efforts of City will also be considered. This Annual Cost must include the following:
 - · All warranty and/or extended warranty costs.
 - \cdot All licensing or maintenance costs.
 - · Include all additional lifecycle costs.
 - · Includes implementation

Selection of Proposers for formal presentations (if any) and for contract negotiations will be determined 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 up to three (3) qualified firms for formal presentations. The City reserves the right, however, to invite more or less than this number, if the quality of the proposals so merits.

The City Evaluation Team 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 and formal presentations (if any) by the Evaluation Team, 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) and proposal(s) in the best interests of the City to negotiate an agreement.

REQUIRED SUBMISSION FORMAT CHECKLIST

TAB A: 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.

ALSO TAB A: All forms, completed, signed/dated

Completed RFP cover sheet (first page)

Attachment A – Proposer Qualification Data, required of all proposers

Attachment B – Iran Divestment Act Vendor Disclosure and Acknowledgement Form, required of all proposers

Attachment C - Affirmative Action Plan acknowledgement, required of all proposers

Attachment D - No Contact/No Advocacy Affidavit (<u>must be notarized</u>), required of all proposers

TAB B: Complete, detailed **Response To Scope of Work** in Section 3, both General and Specific

TAB C: Complete Response To: General Experience as indicated in response to Section 3 Qualifications and Experience **Part A: Qualifications**

TAB D: Complete Response To: Previous Experience as indicated in response to Section 3 Qualifications and Experience **Part B: Experience**

TAB E: Complete Response To: Project Team Experience as indicated in response to Section 3 Qualifications and Experience **Part C: Competency including the assignment of specified staff and availability of staff**

TAB F: Complete Response To:

Price. Value to City/Cost efforts of City will also be considered.

TOTAL ALL-IN PRICE IN GENERAL LINE ITEM DETAIL

This Annual Cost must include the following:

- \cdot All warranty and/or extended warranty costs.
- \cdot All licensing or maintenance costs.
- · All additional costs including lifecycle costs.
- · Includes implementation

Note: there is no price proposal form attached. Submit price proposal in desired format. At a minimum, include elements affecting Value / Cost Efforts

Affix label showing <u>RFP #176950</u> in address area to sealed envelope or box.

PAYMENT OF SERVICES

- 1. The City will make payment according to the City's policies and procedures.
- 2. Invoices
 - 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.

Section 5 Appendix

ATTACHMENTS

Attachment A – Proposer Qualification Data, required of all proposers

Attachment B – Iran Divestment Act Vendor Disclosure and Acknowledgement Form, required of all proposers

Attachment C - Affirmative Action Plan acknowledgement, required of all proposers

Attachment D - No Contact/No Advocacy Affidavit (**must be notarized**), required of all proposers

PROPOSER QUALIFICATION DATA

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

Company Name of proposer:

Main office address:

Payment mailing address:

| Phone: F | ⁼ ax: |
|----------|------------------|
|----------|------------------|

| Email Address: | |
|----------------|--|
| | |

| Proposers federal tax identification number: | (Please |
|--|-------------|
| attach Form W-9) | |

| The proposer is organized as a | |
|--------------------------------|--|
| | |
| | |

The date the proposer was organized in its current form:

If a corporation, the state where it is incorporated:

Is your company registered with the Tennessee Secretary of State?

YES
 NO - Please explain

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

Describe any pending plans to sell or merge your company.

Have you 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. ONO

Have you 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

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

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

| b. | □ NO |
|----|------|
|----|------|

Bonding

| a. | Limit: \$ |
|----|------------------|
| b. | Bonding Company: |
| C. | Address: |
| d. | Phone Number: |

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

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-/lib rary-/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:

- 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.

- 2. 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

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:

<u>NO CONTACT POLICY</u>: 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.

<u>NO ADVOCATING POLICY</u>: 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: | | |