

Date: March 21, 2018

Requisition No.: 161921

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

Request for Bid (RFB) for the City of Chattanooga, Tennessee

*Proposals will be received at 101 East 11th Street, Suite G13,
Chattanooga, TN 37402 until 2:00 P.M., EST. on April 4, 2018*

Requisition / Bid No.: R161921 / 304929

Ordering Dept.: City Wide

Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov

Items Being Purchased: Sign Language Interpretation Services

*****REQUEST FOR BIDS MUST BE RECEIVED*****

2:00 P.M., EST on April 4, 2018

*****NON-MANDATORY PRE-BID CONFERENCE WILL BE CONDUCTED*****

10:00 A.M. EST on March 28, 2018 at

Purchasing Conference Room

101 East 11th Street

Chattanooga, TN 37402

The City of Chattanooga reserves the right to reject any and/or all proposals, waive any informality 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's Standard Terms and Conditions may be found on website:

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

Note: ALL BIDS MUST BE SIGNED

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

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Company Name: _____

Mailing Address: _____

City & Zip Code: _____

Phone/Toll Free No.: _____

Fax No.: _____

E-Mail Address: _____

Contact Person: _____

Company Title: _____

Signature: _____

BID SOLICITATION



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

BID OPENING DATE AND TIME:

04-APR-18 at 2:00 PM

BID NUMBER: 304929

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

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City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>Requisition / Bid No.: 161921 / 304929 Ordering Dept.: City Attorney's Office, Compliance Office Buyer: Mark McKeel Phone No.: 423-643-7236</p> <p>Items Being Purchased: American Sign Language Interpretation Services</p> <p>ATTACHMENTS: Specifications (3 pages) Affirmative Action Plan (2 pages) Insurance Requirements (2 pages) Iran Divestment Act Disclosure (1 page) No Contact / No Advocacy (1 page)</p> <p>This Shall Be A Twelve (12) Month Blanket Contract To Supply Sign Language Interpretation Services for all Department of the City of Chattanooga upon request.</p> <p>The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Terms Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.</p> <p>**** Vendor Shall Hold Prices Firm for First (1st) Year of Contract ****</p> <p>Price Escalation Clause: If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments.</p> <p>QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.</p> <p>*** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON APRIL 4, 2018 ***</p> <p>City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</p> <p>If you can't download call buyer for a copy.</p> <p>NOTE: ALL BIDS MUST BE SIGNED All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.</p> <p>Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.</p>					

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 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.</p> <p>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.</p> <p>**** NOTE **** PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</p> <p>Company Name _____</p> <p>Address _____</p> <p>Phone/Toll-Free No. _____</p> <p>Fax No. _____</p> <p>eMail Address _____</p> <p>Contact Person's Name _____</p> <p>Estimated Delivery _____</p> <p>Minority-Owned Business _____ Small Business _____ Veteran _____</p> <p>Minority Woman-Owned Business _____ Disabled Veteran _____</p> <p>Woman-Owned Business _____</p> <p>**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****</p>					

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

The City is Exempt from all Federal and State Tax.
 Bids will be received at the above mentioned address.

COMPANY: _____

TERMS OF PAYMENT: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

NAME AND TITLE: _____

BID SOLICITATION



City of Chattanooga
101 East 11th Street, Suite G13
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City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Sign Language Interpretation Services (See Bid Spreadsheet Attached)	1	Each	_____	_____

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

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TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

Bid# 304929 Sign Language Interpretation Services

Line No.	Service Category	Unit	Hourly Rate for Weekdays 8:00 AM to 4:30 PM	Hourly Rate for After-Hours, Weekends & Holidays
1	Standard ASL Interpreter Services	Hour	\$	\$
2	Legal ASL Interpreter Services	Hour	\$	\$
3	Limited Language/Deaf Tandem Interpreter Services	Hour	\$	\$
4	Short Notice ASL Interpreter Services (less than two (2) business days notice, but not "Emergency" / "Immediate"	Hour	\$	\$
5	Emergency ASL Interpreter Services (Immediate Assistance Required)	Hour	\$	\$
TOTAL:			\$	\$

SPECIFICATIONS FOR SIGN LANGUAGE INTERPRETATION SERVICES

City of Chattanooga

This contract is for the provision of American Sign Language (ASL) Interpretation Services to all Departments for the City of Chattanooga (“City”). The Invitation to Bid No. 304929 is included in this contract by reference. The following sections are adapted from the ITB and the Provider’s response and are provided below for clarification and ease of reference.

A. Licensure and Certification Requirements

All ASL interpreter services provided under this contract must be provided by people who are:

- (1) Licensed with the State of Tennessee, T.C.A. 24-1-211 to provide such services;
- (2) Nationally certified to provide such services (through certification programs such as those provided by the Registry of Interpreters of the Deaf (RID), or any similar, widely-accepted, and nationally-recognized certifying body).

Any use of unlicensed or non-certified ASL interpreters will be grounds for contract termination.

Note: Through this ITB and its resulting contract(s), the City anticipates the need for “Limited Language/Deaf Tandem Interpreter Services.” Interpreters providing those specialized skills are not required to possess a national certification, but the licensure requirement remains. All other service types require national certification and licensure, as specified above.

B. Cancellation Policy

The City recognizes that there is a cost to a Provider for arranging to provide a service that is then cancelled by the City with little advanced notice. Although Providers may have different policies regarding cancellations, the City intends to specify the cancellation policy that will be in effect under any contract that results from this ITB.

When a cancellation is necessary, the City will give the Provider varying degrees of notice, depending on the number of service hours scheduled. The chart below shows the variation between assignment length and notice given.

Amendment to add: Billing shall apply for any actual travel time that the interpreter(s) incurred. *Travel time is not billable unless actually incurred.*

Chart of Cancellation Notice and Corresponding Penalties

Assignment Length	Cancellation Notice Given				
	Within 2 business days	Between 2 to 3 business days	Between 3 to 5 business days	Between 5 to 10 business days	10 or more business days
Less than 3 hours	100% of scheduled service hours	Not billable	Not billable	Not billable	Not billable
3 or more hours in a single day	100% of scheduled service hours	100% of scheduled service hours	Not billable	Not billable	Not billable
2 to 3 days	100% of scheduled service hours	100% of scheduled service hours	100% of scheduled service hours	50% of scheduled service hours	Not billable
4 or more days	100% of scheduled service hours	100% of scheduled service hours	100% of scheduled service hours	100% of scheduled service hours	Not billable

IMPORTANT – The following considerations are taken into account for cancellations:

- Billing for cancelled assignments shall be at the same hourly rate as the service category for the scheduled time period.
- Billing shall apply for any *actual* travel time that the interpreter(s) incurred.
- Full or partial cancellation of assignments greater than 10 business days will not be reimbursed for more than 10 cancelled business days. (For example, if an interpreter has a six-month assignment, and it is cancelled with less than 10 days notice, per the chart above, then the City will only be liable to pay for up to 10 days of the six-month assignment, not the full six-months.)
- Special conditions for cancellations may be negotiated, if necessary, at the time of each request; otherwise the chart shown above shall apply. Such special conditions must be captured in writing and agreed upon by the City and the Provider.

C. Inapplicability of Previous Agreements

If a Contractor has a pre-existing agreement with the City to provide similar services, that agreement shall not have any bearing on the pricing, terms, and conditions of any contract that results from this ITB. For example, if the City contacts a Contractor with a Master Agreement that resulted from this ITB, and the City desires to expend funds through a Delivery Order under said Master Agreement, then the Contractor may not deny the City's desire in favor of the Contractor's preferred use of a pre-existing contract vehicle.

D. Opportunities for Political Subdivisions, School Districts and Non-Profit Organizations

The Purchasing Division is committed to providing purchasing opportunities for political subdivisions, school districts, and non-profit organizations. We encourage our contractors to make their services available to these entities through separate contracts but under the same terms offered to the City. Contractors may be asked to provide services to these entities.

E. Minimum Guarantee for ASL Interpretation Assignments

Amendment to remove/replace

Old (remove): Contractors who perform ASL interpretation assignments will be eligible to receive a minimum payment of one-hour for their services, even if the assignment's duration is less than one hour. Assignments longer than one hour shall be billed in accordance with their actual duration, and in increments no smaller than 15 minutes.

New (replace): Contractors who perform ASL interpretation assignments will be eligible to receive a minimum payment of one-hour for their services, even if the *scheduled time* assignment duration is less than one hour. If an assignment should go over its *scheduled time*, it shall be billed in accordance with the actual duration and in increments no smaller or larger than 15 minutes. Assignments longer than one hour shall be billed in accordance with *scheduled time*, and in increments no smaller than 15 minutes. *During an assignment, if the interpreter is dismissed prior to the end of the scheduled time, the fee for the scheduled time plus any travel time incurred will be charged.*

F. Travel Reimbursement

With regard to travel, the City understands that interpreters are not always available within the immediate vicinity where services are required. The City expects to pay for travel hours when necessary and when previously agreed upon by the parties. Travel shall be billed at the same rate as the service category being performed. For example, an interpreter providing "Legal" interpreter services during a normal business hours on a weekday would bill the corresponding "Legal" rate for both the services performed and his/her actual travel time. Note: travel may not be billed at the service category's "After-hours" rate simply because the travel itself took place after 5PM. If an assignment ends at 5PM, for example, then travel should be billed at the "8AM – 5PM" rate.

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. In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

During the term of this contract, the Contractor upon request of the City, will make available for inspection by the City of Chattanooga copies of payroll records, personnel documents and similar records or documents that may be used to verify the Contractor's compliance with these Equal Opportunity provisions.

6. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions the Contractor and/or Subcontractor shall be a breach of this contract.

(Signature of Contractor)

(Title and Name of Construction Company)

(Date)

REQUIREMENTS FOR INSURANCE COVERAGE

The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

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

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

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

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

Workmen's Compensation Insurance that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all States in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by statute.

General Public Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful bidder to defend and indemnify the City of Chattanooga against such claims or suits.

To the extent that the work may require blasting, explosive conditions or underground operation, the comprehensive general public liability and property damage coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims from damage to:

1. Private driveways, walks, shrubbery and plantings;
2. Public utility facilities; and
3. U.S Government monuments.

The liability limits shall not be less than:

Bodily Injury	\$ 500,000 each person \$1,000,000 each occurrence
Property Damage	\$ 250,000 each occurrence \$ 500,000 aggregate

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

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

The liability limits shall not be less than:

Bodily Injury	\$ 250,000 each person \$ 500,000 each occurrence
Property Damage	\$ 100,000 each occurrence

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

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

(SIGNED) _____

(PRINTED NAME) _____

(BUSINESS NAME) _____

(DATE) _____

For further information, please see website:

https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf

No Contact/No Advocacy

Notice Receipt

City of Chattanooga
Purchasing Division

For Submission with Sealed Bid Solicitation Responses:

_____ (Vendor Agent name), states 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 # _____, and said

Business 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: _____

Date: _____