



City of Chattanooga
MAYOR ANDY BERKE

May 18, 2020
Request for Competitive Bid Proposals

Disaster Recovery Management Services
Contract No. E-20-010-201
Scope of Work

The City of Chattanooga is requesting competitive bids for Disaster Recovery Management Services to assist the City in managing the recovery and financial reimbursement processes for FEMA, TEMA, HHS/CDC and/or other agencies related to the recent Thunderstorm with Tornadoes that struck down on April 12-13 of this year, for which a Federal Disaster Declaration (ER-4541) was issued, along with COVID-19 (ER-4514), the Flooding event of February 2019 (DR-4427) and any other future events that might occur during the duration of this contract. This contract is expected to be a multiple year Blanket Contract with yearly renewals. Bids are due on Tuesday, June 2, 2020 at 4:00 p.m., local time.

Disaster Recovery Management Services

SECTION I. SCOPE OF SERVICES

1. Introduction

Late on the evening of Sunday April 12, 2020 into the early hours of Monday, April 13, 2020, an EF-3 tornado struck portions of the City of Chattanooga and adjacent portions of unincorporated Hamilton County. The 2020 Easter Tornado track was approximately 1500 yards wide and once on the ground continued in an easterly direction straddling and crossing into and out of the Chattanooga city limits, then exiting Chattanooga, still as an EF-3 tornado, causing continued damage in unincorporated Hamilton County and the city of Collegedale before ultimately continuing into Bradley County. The impacted area is heavily residential with commercial and institutional uses. Additional damages due to flash flooding, high water flooding and high winds also occurred with this storm event. The City of Chattanooga requires immediate contracted resources necessary for timely, Emergency Disaster Recovery.

The City of Chattanooga has already procured Emergency Debris Collection Services and Emergency Debris Monitoring Services by the means of emergency purchase orders that are intended to be in effect for a time period not to exceed 45 days, until a transition occurs to the long-term contract, or the debris removal is complete, whichever comes first. These contracts are intended to serve as a stop-gap until a non-emergency contract can be awarded to select long-term contractors to perform these tasks. In the interim the Division of City Wide Services has provided Debris Collection and Removal Services. In addition the City has already prepared PDAs (Preliminary Damage Assessments) and turned those into TEMA (Tennessee Emergency Management Agency) and is in the process of gathering information related to the response by the Chattanooga Fire Dept. (CFD), Chattanooga Police Dept. (CPD), Chattanooga Dept. of Transportation (CDOT),

and the Dept. of Public Works, including the Divisions of City Wide Services, Waste Resources, Parks Maintenance, Fleet, and Engineering/Facilities Management.

In addition the City of Chattanooga has also procured an Emergency Disaster Recovery Management Services contract by the means of emergency purchase order that is intended to be in effect for a time period not to exceed 45 days, or until a transition occurs to this long-term contract, whichever comes first.

The City of Chattanooga under this requisition intends to award a Disaster Recovery Management Services contract to perform the identified task of the scope of services section below as it relates to the Easter Tornado's April 2020 event, for the COVID-19 disaster, the Flood events of February 2019, Future Disaster Events and the Emergency Preparedness Plan. The Bidder to whom this Requisition is awarded will be required to accept the City's Standard Purchasing Terms & Conditions.

2. SCOPE OF SERVICES

The scope of work for this project will consist of five (5) parts. The first scope being work related to the disaster recovery from the Easter Tornado April 2020 (ER-4541) efforts, the second scope of work relates to COVID-19 (ER-4514) recovery efforts, the third scope of work relates to recovery efforts related to the February 2019 Flood events (DR-4427), with the fourth scope of work being efforts to recovery from any future disaster during the duration of this contract, and lastly a yearly Emergency Preparedness Plan to assist the City in having emergency disaster contracts in place to activate once an event has transpired, such as, Debris Collection and Removal, Debris Collection and Removal Monitoring, and other contracts that may be identified in the plan.

Part 1 - Easter Tornado April 2020 Disaster Recovery Management

The City recognizes that the first 45 days after the Disaster is key to gathering the data from the initial response cost, the PDAs of the public damage, and the cost of the Debris Removal and Disposal and capture the cost accurately in the FEMA process so as to maximize the pay back to the City in an expedient way. The Emergency Disaster Recovery Management contractor will perform the initial tasks associated with gathering data, storage of information in a single records management system, along with the other general scope and detailed scope items. The contractor selected from this RFP is expected to transition all of the work task started by the current management services in an orderly and professional manner. Then pick up the task at their current stage and proceed from that point, knowing and understanding that each task will not be at the same stage along the process. The contractor will provide the services associated with the remainder of the tasks and processes identified below in the General Scope and Detail Scope of Services.

Part 2 - COVID-19 Recovery Management

Important Note: FEMA is a funder of last-resort. Because of additional programs for funding, particularly related to COVID-19 response, the chosen vendor must be prepared to assist with the four phases of the reimbursement process as identified below but with other grantors of financial assistance, such as other federal agencies, if needed.

The focus for this Scope of Work will be on reimbursements for **Category B, Emergency Protective Measures**, eligible expenses, **as well as Category Z**.

FEMA may reimburse for the Category B activities and items, if not funded by the HHS/CDC or other federal agencies. While some activities may be eligible for funding through HHS/CDC, final reimbursement determinations will be coordinated by HHS and FEMA. FEMA will not duplicate any assistance provided by HHS/CDC.

The Emergency Disaster Recovery Management contractor will perform the initial tasks associated with gathering data, storage of information in a single records management system, along with the other general scope and detailed scope items. The contractor selected from this RFP is expected to transition all of the work task started by the current management services in an orderly and professional manner. Then pick up the task at their current stage and proceed from that point, knowing and understanding that each task will not be at the same stage along the process. The selected contractor will provide the services associated with the remainder of the tasks and processes identified below in the General Scope and Detail Scope of Services.

Part 3 – Flood Event of February 2019

The City has worked with FEMA and TEMA over the past year since the event occurred to identify the damages at each location starting with the PDA's, submission of requested coverage, the determination of eligibility, and the acceptance and denial of each location requested. Currently, the City is at a point to appeal some of the denials in eligibility and plans to utilize the selected contractor to pick up the process, from either where the emergency contractor or City staff is at the time of transition. The selected contractor will provide the services associated with the remainder of the tasks and processes identified below in the General Scope and Detail Scope of Services.

Part 4 – Future Disaster Events

In the event that another disaster event was to happen during the term of this contractor, the selected contractor is expected to start from day one with the initial response to the event, into the recovery of the event as per the Emergency Preparedness Plan to be prepared per this contract along with the recovery efforts as laid out in the General Scope and Detailed Scope of Services below.

Part 5 – Emergency Preparedness Plan

The City is well aware that the next disaster can come at any time, whether it's the Tornado that roars in the night, the torrential rain falls that besiege the City and region causing localized and river flooding, the Coronavirus, or some other disaster the City needs to be prepared to deal with response and aftermath of the situation. Planning, training, and having the emergency contracts in place prior to the event are essential to servicing the community and the recovery effort. The contractor will be responsible for developing an Emergency Preparedness Plan that identifies shortfalls in the City preparedness for the events of Part 1-3 above, and provides a comprehensive plan for training the appropriate staff in areas of preparedness needs, identifying emergency contracts that need to be in place so as to activate in a timely manner, and other measures that may be required.

General Scope of Services for Parts 1 thru 5

- Provide technical advisory services related to recovery from disasters (from this disaster and any future disaster which may occur during the term of the agreement).
- Develop and implement strategies and technical advice to secure funding and claiming opportunities through insurance, Federal and State programs, and special legislation in order to continue government services to the City of Chattanooga during the recovery process.
- Ability to increase and decrease staff and expertise assigned to the engagement quickly and efficiently.
- Develop and submit federal grant applications (Public Assistance, Hazard Mitigation and/or Community Development Block Grant Disaster Recovery) assist in identifying and capturing eligible costs, reconcile invoices.
- Develop and implement strategies designated to maximize Federal and State assistance.
- Provide expert programmatic and policy advice on State and Federal disaster relief programs.

- Provide procurement assistance to the City, interfacing with internal staff, to ensure procurement processes adhere to FEMA federal grants recovery criteria.
- Manage financial accounting needs, including documentation capabilities needed for full eligible reimbursement; ability to perform audit capabilities as necessary.
- Provide support for strategic planning and coordination of all recovery efforts.
- Review contracts and purchasing documentation to ensure cost recovery.
- Represent the City and attend meetings with Hamilton County, FEMA, TEMA or other agencies as may be necessary on behalf of the City.
- Work with City staff to compile a comprehensive list of disaster related repairs, damage mitigation efforts, possible improvements and collect and compile cost documentation.
- Provide assistance and oversight to the City with claims or claiming process (insurance and government programs).
- Continued interaction and communication with City, State and federal damage assessment teams.
- Work with the City to resolve disputes with FEMA, TEMA, or other agencies as may be necessary, including but not limited to the preparation of appeals.
- Provide education and training to City staff that will or may be involved with the various aspects of disaster recovery, including FEMA documentation requirements, FEMA Public Assistance Program as well as other State and Federal programs, as applicable.
- Provide technical expertise and knowledge related to the Stafford Act.
- Ensure all eligible costs/damages have been identified and reported to insurance, FEMA and TEMA in an appropriate and timely manner.
- Provide QA/QC support and general eligibility guidance for all State and Federal grant programs. Create and maintain critical contract lists and project tracking mechanisms to include timelines and deadlines.
- Coordinate and manage deliverables with insurance, FEMA, and TEMA.

Detailed of Scope of Services for Parts 1 thru 5

- Provide guidance in recovering reimbursement for the repair and potential replacement of the loss of critical infrastructure.
- Assist the City with establishing programmatic document control, establishing a file retention system and data management processes to ensure disaster records are complete and ready for audit.
- Assist and/or represent the City with the implementation of preliminary damage assessments (PDAs) to document the impact and magnitude of the disaster.
- Provide damage site assessment and project worksheet formulation.
- Assist the City in insurance claim preparation, coordination and advice through the insurance adjustment process.
- Assist the City during Applicant's Briefings with FEMA and the State, assisting with relationship development, requesting additional programmatic details and clarifications that will assist the City during the grant process.
- Collaborate with the City on project formulation, including damage assessments (field team assessment of damages including a comprehensive list of damaged structures, contents, etc.); Information gathering (photo-document damages, gather records, drawings, insurance policies, historical photos/videos, etc.); project development (define both small and large projects' scope, size, and damages, including cost estimating, that will be the basis of each Project Worksheet); project submittals (draft and submit small and large project PWs to TEMA/FEMA).
- Assist the City with development of scope and bid packages that align with the project worksheet scope of work and damages.
- Support overall Project Worksheet formulation efforts to include development of damage descriptions, scopes of work, and valid cost estimates. Completion and submission of FEMA Project Worksheets on behalf of the City. Assist in compiling and summarizing Category A through G costs and preparing support documentation for presentation to FEMA and the State.
- Compile appropriate data and then categorize City losses: FEMA Categories A through G.

- Assist with the management of FEMA and/or other federal grants and TEMA coordination along with the City, arranging for routine status/action plan meetings, establishing priorities, scope changes and updates at meetings.
- Assist the City with TEMA/FEMA and/or other federal grant quarterly reporting.
- Generate time extension requests to FEMA and/or other federal grants and City when necessary so that PW eligibility is not forfeited.
- Generate PWs amendments requesting changes as agreed through resolution discussions or first appeals.
- Assist with the submission of first and second appeals to FEMA should the City disagree with the FEMA formulated PWs.
- Assist the City with the closeout of PWs, both large and small, including the review and preparation of final closeout packages for completed work.
- Develop improved and/or alternate project requests for TEMA and FEMA and/or other federal grants.
- Develop Sandy Recovery Improvement Act (SRIA) alternative arrangement projects as soon as possible to streamline the recovery process within established FEMA timelines.
- Provide post-award grant administration to include intake of required property specific information and necessary forms including a voluntary participation notice, submission of environmental and historical compliance information, individual maps and photos.
- Identify potential improvements and maximize public assistance 404 and 406 Mitigation funding.
- Assist in identifying and evaluating opportunities for hazard mitigation programs under FEMA 404 and 406 Hazard Mitigation.
- Develop Section 406 Hazard Mitigation Proposals where mitigation actions can minimize future disaster impacts.
- Develop Section 404 Hazard Mitigation strategies providing staff experienced in the use of FEMA BCA tools and methodologies that can minimize future disaster impacts.
- Prepare Section 404 and 406 grant HMP program Notices of Interest (NOIs) and assist in filing NOIs.
- Prepare Section 404 and 406 grant program grant applications and assist in filing such applications.
- Coordinate and interface with engineering and design efforts for the repair and/or reconstruction of damaged infrastructure that will comply with FEMA eligibility and cost reasonableness, including oversight of the repair and/or reconstruction efforts to ensure FEMA's Public Assistance grant is clearly defined and implemented.
- Assist with the procurement of architectural and/or design firms.
- Guide the selected firm(s) through FEMA's Public Assistance grant and/or other federal grants funding requirements and criteria.
- Prepare an Emergency Preparedness Plan (EPP) to identify shortfalls from previous events, training for staff in FEMA, TEMA and from other possible agencies in procedures and protocols, as well as identifying emergency services contracts to have in place, ready for future events that may arise.
- The EPP should be re-evaluated each year after its completion, to determine if changes in FEMA, TEMA and or other agencies procedures and protocols have changed and thus needs to be addressed in the EPP, provide for additional and/or revised training, and applicable changes that need to be addressed in the emergency services contracts.

SECTION II. LENGTH OF CONTRACT

This contract is expected to be a Blanket Contract for multiple year. To be awarded as year one (1) with three (3) yearly renewals, for a total term up to four (4) years.

SECTION III. PROPOSALS

Contractor's Investigation.

Before submitting a proposal, each contractor shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the proposed agreement and to verify any representations made by City upon which the contractor may rely. If a contractor receives an award as a result of its proposal, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

Submission of a proposal will serve as prima facie evidence that the Proposer has examined this RFP, the proposed agreement and all attachments thereto, including Exhibit C, Federal Requirements, and Attachment One, Insurance Requirements, and is fully aware of all conditions affecting the provision of services.

Proposal Submission.

No oral interpretations will be made by the City to any firm as to the requirements of this RFP. Emailed PDF proposals titled in Subject as PROPOSAL FOR DISASTER RECOVERY MANAGEMENT SERVICES will be accepted on or before 4:00 p.m. EST on June 2, 2020 at the email address below. Proposals tendered after the deadline will be rejected.

Debbie Talley

Deputy Director Purchasing

dtalley@chattanooga.gov

The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest. Any requirements in the RFP that cannot be met must be indicated in the proposal. Proposers must respond to the entire Request for Proposals.

Timelines

The following information is provided as a general timeline which may be amended by the City as necessary.

ESTIMATED TIMELINES

May 19, 2020	RFP Issued
May 26, 2020 by 12:00 p.m. (noon)	Last Time to Submit RFI's
May 28, 2020 by 4:00 p.m.	Last Addendum Posted to RFI's
June 2, 2020 by 4:00 p.m.	Proposals Due

Request for Information

Questions concerning this RFP will be accepted prior to the Deadline and should be directed to Debbie Talley, at dtalley@chattanooga.gov . An addendum summarizing all questions to RFI's and answers will be posted to the City of Chattanooga website by May 28, 2020 by 12:00 p.m. No oral interpretations will be made by the City to any firm as to the requirements of this RFP.

Proposal Format

Proposals must be clear, succinct, and not exceed 50 pages or 25 sheets of 8 1/2" x 11" paper of no less than 12-point font. Responses must follow the format outlined herein. The City may reject as non-responsive, at its sole discretion, any proposal or any part thereof that is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner. Sections should be tabbed to identify the location of the required information.

A. Cover Letter/Letter of Intent

B. Executive Summary

C. Project Understanding, Approach and Schedule

- A statement concerning the ability of the firm to meet required time schedules
- A detailed outline describing how each would conduct the project

D. firm Qualifications, Team Organization, Experience and Certifications/Qualifications

- Previous experience
- Present workload (ability to respond)
- Number of qualified personnel
- Previous projects and present relationship with City
- Ability to perform scope of services (all or a portion of work)
- Stability of firm

E. Staff Qualifications

- A resume of the proposed Project Manager
- The name of the principal responsible for the work

F. Subcontractor Qualifications

- Extent of subcontracting of work

G. References

H. Cost Proposal

I. Additional Requirements

Proposal Content

Proposals must contain the following information in the specified order:

A. Cover Letter/Letter of Intent The cover letter shall be addressed to Debbie Talley and must contain the following:

- Identification of firm, including name, address and telephone number.
- Name, title, address, and telephone number of contact person during period of proposal evaluation.
- Whether the firm qualifies as a Minority Business Enterprise (MBE) or a Women Business Enterprise (WBE) or is within a Labor Surplus Area (SLA). (The City may request copies of the identified MBE or WBE firm certifications).
- A statement to the effect that the proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
- Signature of a person or persons authorized to bind the firm to the terms of the proposal.

B. Executive Summary

In a brief narrative, describe the overall approach and plans to meet the requirements of the RFP and provide the scope of services in Section II.

C. Project Understanding, Approach and Schedule

Proposer shall provide a statement demonstrating the firm’s understanding of the proposed scope of services and describe its approach in detail in narrative, outline, and/or graph form to accomplish the scope of services in Section II. A description of each task and deliverable and the schedule for accomplishing each shall be included. The intent of this narrative is to convey to the City that the Proposer understands the nature of the work and the level of effort necessary to successfully provide the defined services.

D. Contractor Qualifications, Team Organization, Experience and Certifications/Qualifications

Proposer shall provide information demonstrating the qualifications of the contractor and key staff to perform the services identified in Section II. Including previous experience, present workload (ability to respond), number of qualified personnel, previous projects and present relationship with the City, ability to perform scope of services (all or a portion of work) and overall stability of the contractor. Provide evidence of the contractor’s financial stability, such as current financial statements, and clarify the extent to which the firm intends to provide all or part of the proposed scope of services.

E. Staff Qualifications

Proposers should submit an organizational chart illustrating team members and relationships for individuals who will be providing services to the City. Included with the organizational chart should be resumes stating the qualifications (including education and years of experience with disaster recovery operations) of the proposed staff members. Listed below are the positions that should be included in the organizational chart. Additional consideration will be given during the evaluation process to team members whose years of experience meet or exceed the number in parentheses next to the position.

- Project Executive (15 yrs.)
- Project Manager (10 yrs.)

- Project Accountant (5 yrs.)
- Closeout Specialist (5 yrs.)

F. Subcontractor Qualifications

The City desires to enter into an agreement with one Proposer that will be responsible for all defined services. If the Proposer plans on using subcontractors as part of its implementation plan, then provide each subcontractor's profile, name, address, telephone number and email address. Define the responsibilities and give a description of the services to be provided by each subcontractor. Describe the contractor's business and reporting relationship with each subcontractor. Identify certified Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) firms, if any. Include references and resumes for all third-party subcontractors in the proposal.

The City has the right to accept or reject any changes made to the proposed project team members, including the use of subcontractors. The City may request copies of the identified MBE or WBE firm certifications.

G. References

Provide a list of municipalities/counties for which your company has provided similar services in the last 3 years. Any reference on the list may be contacted as part of the evaluation process. A minimum of three references is required. Each reference should include the following information.

- Name of Organization and Contact
- Title of Contact
- Address (delivery and email)
- Telephone Numbers

H. Cost Proposal

Proposer should submit a proposal setting forth the defined costs for services. Proposed costs must include hourly rates as set forth the Cost Proposal form attached hereto as Attachment B. **Contractor shall prepare a proposed cost plan based on their proposal of services for year one, including cost for Parts 1 - 5. Part 4 should be considered as one new event.**

I. Additional Requirements

- Attachment A, Proposal Certification, must be completed and submitted with the firm's proposal.
- Attachment B, Cost Proposal Form, Positions and Hourly Rates
- Attachment C, Debarment and Suspension Certification, must be completed and submitted with the firm's proposal.
- Attachment D, Anti-Lobbying Certification, must be completed and submitted with the firm's proposal.
- Attachment G - Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.
- Attachment H - Drug-Free Workplace Affidavit of Prime Bidder
- Attachment I - Affirmative Action Plan

SECTION IV. SELECTION

Selection Criteria

The following selection criteria will be used to evaluate and select responsible contractor(s) possessing the ability to successfully perform the desired services under the terms and conditions of the proposed agreement. The criteria will include, among others, contractor integrity, compliance with public policy, record of past performance, and financial and technical resources to provide the requested services, and include:

- Quality of Proposal;
- Quality of organization and experience of individuals to be assigned to perform the required services;
- Demonstrated success in providing services of a similar nature in a similar context/setting;
- Qualifications and structure of project management team, relationships between management team and corporate management, and internal controls;
- Previous experience, past practice and prior performance providing post-disaster financial recovery services following incidents of similar size, especially to local government;
- Successful prior operation and administration of FEMA disaster recovery and public assistance programs for local government;
- Demonstrated expertise in implementing and maintaining post disaster financial recovery programs, including the development and use of performance measures and benchmarking;
- financial and technical resources to provide the requested services;
- Contractor integrity, compliance with public policy; and
- Demonstrated expertise in designing and using data management systems to assure accurate data collection, analysis and reporting;
- References whom the City may contact regarding past practices and prior performance; and
- Cost evaluated on the basis of best value to the City of Chattanooga, not low bid.

Panel Review

A panel of City staff members and such other parties as the City deems necessary (Panel), will conduct an initial “Pass/Fail” review of all proposals to check for completeness and compliance with RFP requirements. Proposals that have been determined to be complete and in compliance with the RFP requirements will undergo further evaluation by the Panel. Proposals that are not complete or are not in compliance with RFP requirements will be disqualified from further evaluation.

The Panel will review all proposals from firms that have not been disqualified, using the criteria above. The Panel may consider additional sub-criteria beyond those listed that are discovered during the review of the various proposals. Because the proposed agreement is negotiable, all proposals will remain confidential until after negotiations are complete except as required otherwise by the Tennessee Public Records Act.

Evaluation of the proposals is expected to be completed within 2 days after receipt. Quoted costs and rates must be held firm for 60 days after the Deadline. The City shall not be bound or in any way obligated until both parties have executed an agreement. The City also reserves the right to delay the award of an agreement or not award an agreement. The RFP may be awarded by individual task or total proposal, whichever is most advantageous to the City.

Attachments:

ATTACHMENT A - PROPOSAL CERTIFICATION

ATTACHMENT B - COST PROPOSAL FORM

ATTACHMENT C - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

ATTACHMENT D - CERTIFICATION REGARDING LOBBYING

ATTACHMENT E - STANDARD TERMS AND CONDITIONS

ATTACHMENT F - FEDERAL PROVISIONS FORM

ATTACHMENT G - Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.

ATTACHMENT H - DRUG-FREE WORKPLACE AFFIDAVIT OF PRIME BIDDER

ATTACHMENT I - AFFIRMATIVE ACTION PLAN

**ATTACHMENT A
PROPOSAL CERTIFICATION**

Proposers Signature: _____ **Date:** _____

By signing above, I Certify that I have carefully read and fully understand the information contained in this RFP and any addenda thereto; and that I have the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted and have the authority to sign the proposal on behalf of my firm.

BY (Printed):

TITLE:

COMPANY:

ADDRESS:

TELEPHONE:

EMAIL:

**ATTACHMENT B
COST PROPOSAL FORM**

The City prefers to issue-fixed price or cost reimbursement type agreements. All non-labor related costs and other than direct costs will be billed to the City at cost without mark-up.

<u>POSITIONS</u>	<u>HOURLY RATES</u>
Project Executive	\$ _____
Subject Matter Expert	\$ _____
Project Manager	\$ _____
Project Accountant	\$ _____
Senior Closeout Specialist	\$ _____
Closeout Specialist	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____

OTHER REQUIRED POSITIONS

Proposer may include other positions, with hourly rates and attach a job description and required years of experience for each position.

Contractor shall prepare a proposed cost plan based on their proposal of services for year one based on Parts 1 – 5. Part 4 should one take in consideration of on additional event.

ATTACHMENT C

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower
Tier Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, 2 C.F.R part 180, Debarment and Suspension, and 2 C.F.R. § 200.213. Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS ON PAGES TWO AND THREE BELOW)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Firm Name:

Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date:

**ATTACHMENT C – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out on page one.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

ATTACHMENT C – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT D
CERTIFICATION REGARDING LOBBYING

The undersigned [insert name] certifies, to the best of his or her knowledge, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

1. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard form- LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.

2. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official:

Name and Title of contractor's Authorized Official:

Date:

ATTACHMENT E - STANDARD TERMS AND CONDITIONS

City of Chattanooga Purchase Order Standard Terms and Conditions

1. ACCEPTANCE-AGREEMENT. Contractor's commencement of work on the goods/non-professional services subject to the purchase order or shipment/performance of those goods/non-professional services, whichever occurs first, is considered an effective mode of Contractor's acceptance of this purchase order. Any acceptance of the purchase order is limited to acceptance of the express terms contained on the face of the purchase order and these terms and conditions. Any proposal for additional or different terms or any attempt by Contractor to vary in any degree any of the terms of this offer in Contractor's acceptance is objected to and rejected, but any proposals do not operate as a rejection of this offer unless the variances are in the terms of the description, quantity, price or delivery schedule of the goods/non-professional services, but are considered a material alteration, and this offer will be considered accepted by Contractor without additional or different terms. Additional or different terms or any attempt by Contractor to vary in any degree any of the terms of this purchase order are considered material and are objected to and rejected, but the purchase order does not operate as a rejection of the Contractor's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods/non-professional services.

2. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Tennessee and the Codes of the City of Chattanooga ("City").

3. COMPENSATION AND PAYMENT TERMS. For the completion of the Work, City shall pay Contractor the contract sum set forth in the purchase order. Payments may be made in amounts which are consistent with percentage of goods/non-professional services completed and invoiced by the Contractor as set forth in the purchase order.

The City's delivered payment terms are payment within thirty (30) days except where the law provides otherwise. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and purchase order numbers and receipt of purchased item(s). The City is not liable for delays in payment caused by failure of the Contractor to send invoice to the address referenced herein.

4. INSPECTION/TESTING. Payment for the goods delivered does not constitute acceptance of the goods. City has the right to inspect the goods and to reject any or all of the goods which are in City's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for may be returned to Contractor at its expense and in addition to City's other rights. City may charge Contractor all expenses of unpacking, examining, repacking and reshipping those goods. In the event City receives goods whose defects or nonconformity is not apparent on examination, City reserves the right to require replacement, as well as payment of damages. Nothing contained in this purchase order will relieve in any way the Contractor from the obligation of testing, inspection and quality control.

5. PRICE WARRANTY. Contractor warrants that the prices for the goods or non-professional services sold City are not less favorable than those currently extended to any other customer for the same or similar goods or non-professional services in similar quantities. In the event Contractor reduces its price for the goods or non-professional services during the term of this purchase order, Contractor agrees to reduce the prices charged to City correspondingly. Contractor warrants that prices shown on this purchase order are complete, and no

additional charges of any type will be added without City's express written consent. Any additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.

6. STANDARD OF CARE. Contractor shall exercise the same degree of care, skill, and diligence in the performance of services as is ordinarily possessed and exercised by a professional Contractor under similar circumstances in the same area of practice. Contractor makes no warranty or guarantee, either expressed or implied, as part of this agreement.

7. INDEMNIFICATION. Contractor must defend, indemnify and hold harmless the City against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in the goods or services purchased, or from any act or omission of Contractor, its agents, employees or subcontractors. Additionally, Contractor shall defend, indemnify and hold harmless City from and against any and all Third Party claims and liabilities (including, without limitation, reasonable attorneys' fees and costs), regardless of the form of action, arising out of or in connection with a claim that the Services or Software, when used within the scope of this Agreement, infringes, violates or misappropriates a valid third party patent, copyright or other proprietary right, provided that Contractor is notified promptly in writing of the action and Contractor is given the option, at its expense, to control the action and all requested reasonable assistance to defend the same.

8. INSURANCE. Contractor shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Contractor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:

- a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- b. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- d. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

Contractor shall not commence work on the goods/non-professional services until a Certificate of Insurance has been submitted to the City showing proof that Contractor has obtained the necessary insurance coverage.

If any of the above cited policies expire during the life of this Agreement, it is the Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

- i. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
- ii. Contractor's insurance must be primary insurance as respects performance of subject contract.
- iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials

and employees for any claims arising out of work or services performed by Contractor under this Agreement.

9. LIMITATIONS OF RESPONSIBILITY. In no event is City liable for anticipated profits or for incidental or consequential damages. City's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach of this Agreement will in no case exceed the unit price allocable to the goods or non-professional services which gives rise to the claim. City is not liable for penalties of any description. Any action resulting from any breach of this Agreement by City as to the goods or non-professional services delivered must be commenced within one (1) year after the cause of action has accrued.

10. PROPRIETARY INFORMATION-CONFIDENTIALITY-ADVERTISING. Contactor must consider all information furnished by City to be confidential and not disclose any information to any other person, or use the information itself for any purpose other than performing this Agreement, unless Contractor obtains written permission from City to do so. This paragraph applies to drawings, specifications, or other documents prepared by Contractor for City in connection with this Agreement. Contractor must not advertise or publish the fact that City has contracted to purchase goods from Contractor, nor is any information relating to the order to be disclosed without City's written permission. No commercial, financial or technical information disclosed in any manner or at any time by Contractor to City is to be considered secret or confidential, unless otherwise agreed in writing, and Contractor has no rights against City with respect to this information except any rights as may exist under patent laws. Contractor recognizes that City's employees have no authority to accept any information in confidence.

11. RECORDS RETENTION AND AUDIT. The term "Contractor" is used interchangeably to describe signatories to contracts, grants, and agreements with the City and applies to reflect the relationship with the City (Engineer, Contractor, Licensee, Supplier, Vendor, Contractor, Grant Recipient, etc.)

a. All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any of the Contractor's independent contractors, associates, and/or subcontractors, shall be made available for inspection and copying upon written request to the City. Additionally, said records shall be made available upon request by the City to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the time expended by the Contractor and its personnel to perform the obligations of this Agreement, and the records of expenses incurred by the Contractor in its performance under said Agreement. The Contractor shall maintain and protect these records for no less than seven (7) years after the completion of the Project, or for any longer period of time as may be required by applicable law, good professional practice, and upon notice during the pendency of any claims or litigation arising from the Project.

b. The City, or its assigns, 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 equipment claimed by the Contractor. The City may further audit any of the Contractor's 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.

c. The Contractor shall at all times during the term of the contract or agreement, and for a period of seven (7) 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 Contractor. Documents shall be maintained by the Contractor, which are necessary to clearly reflect all work and actions taken. All such records shall be

maintained in accordance with general accepted accounting principles. The Contractor 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.

d. The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors or suppliers of goods or non-professional services to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

e. 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 Contractor will reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.

f. 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.

12. TERMINATION FOR CONVENIENCE. City reserves the right to terminate this order or any part of this order at its sole convenience with thirty (30) days written notice. In the event of termination, Contractor must immediately stop all work and immediately cause any of its suppliers or subcontractors to cease any further work. Contractor will be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed before the notice of termination, plus actual direct costs resulting from termination. Contractor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. Contractor must not unreasonably anticipate the requirements of this order.

13. TERMINATION FOR CAUSE. City may also cancel this order, or any part of this order, with seven (7) days written notice for cause in the event of any default by Contractor, or if Contractor fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of products which are defective or which do not conform to this order, and failure to provide City, upon request, with adequate assurances of future performance are all causes allowing City to cancel this order for cause. In the event of cancellation for cause, City is not liable to Contractor for any amount, and Contractor is liable to City for any and all damages sustained by reason of the default which gave rise to the cancellation. If it should be determined that City has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.

14. DISPUTE RESOLUTION. Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement, or breach thereof, shall be subject to mediation in Chattanooga, Tennessee, in accordance with the following provisions:

a. The mediation shall be conducted by a mediator mutually acceptable to both parties.

b. The parties agree to share equally in the expense of the mediation.

c. Such mediation may include the Contractor or any other person or entity who may be affected by the subject matter of the dispute.

d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a

party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

15. DELAY IN PERFORMANCE. Neither City nor Contractor shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement. If the Contractor is delayed in the performance of the services for more than three hundred sixty-five (365) calendar days, either by the City or circumstances beyond his control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.

For delays in performance by Contractor caused by circumstances which are within its control, such delays shall be documented and presented to the Purchasing Department at the conclusion of Project and acknowledged by both City and Contractor. Completed form shall be retained by City for a period of seven years and reviewed prior to Contractor selection for future City projects. In the event Contractor is delayed in the performance of Services because of delays caused by City, Contractor shall have no claim against City for damages or contract adjustment other than an extension of time.

16. HAZARDOUS MATERIALS. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The City and Contractor agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. City and Contractor also agree that the discovery of unanticipated hazardous materials may make it necessary for the Contractor to take immediate measures to protect health and safety. City agrees to compensate Contractor for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Contractor agrees to notify City when unanticipated hazardous materials or suspected hazardous materials are encountered. City agrees to make any disclosures required by law to the appropriate governing agencies, and agrees to hold Contractor harmless for any and all consequences of disclosures made by Contractor which are required by governing law. In the event the project site is not owned by City, the City agrees to inform the City of the discovery of unanticipated hazardous materials or suspected hazardous materials.

17. COMMUNICATIONS. Any notice to the City shall be made in writing to the address specified below:

City of Chattanooga
Attn: Purchasing
101 E. 11th Street, Suite
G13 Chattanooga, TN 37402
(423) 643-7230

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and City.

18. WAIVER. A waiver by either City or Contractor of any breach of this Agreement shall be in writing. City's failure to insist on performance of any of the terms or conditions of this purchase order or to exercise any right or privilege,

or City's waiver of any breach does not waive any other terms, conditions, or privileges, whether of the same or similar type

19. SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

20. INTEGRATION. This Agreement represents the entire and integrated agreement between City and Contractor. All prior and contemporaneous communications, representations, and agreements by Contractor, whether oral or written, relating to the subject matter of this Agreement, as set forth in the Purchase Order, are hereby incorporated into and shall become a part of this Agreement.

21. SUCCESSORS AND ASSIGNS. City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

22. ASSIGNMENT. Neither City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Contractor employs independent Contractors, associates, and subcontractors to assist in performance of the Services, Contractor shall be solely responsible for the negligent performance of the independent Contractors, associates, and subcontractors so employed.

23. THIRD PARTY RIGHTS. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

24. RELATIONSHIP OF PARTIES. Nothing contained herein shall be construed to hold or to make the City a partner, joint venturer, or associate of Contractor, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

25. NON-DISCLOSURE. Contractor agrees not to disclose or to permit disclosure of any information designated by the City as confidential, except to the Contractor's employees and independent Contractors, associates, and subcontractors who require such information to perform the services specified in this agreement.

26. NON-DISCRIMINATION. Contractor agrees to comply with all federal, state, and local non- discrimination laws and regulations. Contractor agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Contractor further agrees to comply with all federal, state and local laws regarding treatment and accommodations for individuals with disabilities.

27. DRUG FREE WORKFORCE. Contractor certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.

28. FEDERAL OR STATE FUNDING. In the event that the Project is funded in whole or in part by Federal or State grants, Contractor agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.

29. COMPLIANCE WITH LAWS. The City has entered into this agreement with Contractor relying on its knowledge and expertise to provide the services contracted for. As part of that reliance, Contractor represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this contract, and agrees to comply with these relevant and applicable federal and state laws.

The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1988.

ATTACHMENT F

FEDERAL PROVISIONS

A. Definitions

1. Government means the United States of America and any executive department or agency thereof.
2. FEMA means the federal Emergency Management Agency.
3. Third Party Subcontract means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with federal assistance originally derived from the Federal Emergency Management Agency.

B. Federal Changes

1. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, included but not limited to those requirements of 2 C.F.R. §§ 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under federal Awards, which is included herein by this reference. Contractor's failure to so comply shall constitute a material breach of this Agreement.
2. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. Compliance with the Contract Work Hours and Safety Standards Act.

Pursuant to section 3701 of title 40 of the United States Code, this Section A shall apply to Contractor in the event the amount payable under this Agreement exceeds \$100,000 and may involve the employment of mechanics or laborers.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each

individual laborer or mechanic, including watchmen and guards, employed in violation of the clause was set forth

in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act and federal Water Pollution Control Act

This Section B shall apply in the event the amount payable under this Agreement exceeds \$150,000.

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.
2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Tennessee, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.
2. Contractor agrees to report each violation to the City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of Tennessee, federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Suspension and Debarment

1. This Agreement is a covered transaction for purposes of title 2 Code of Federal Regulations parts 180 and 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its

affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 “Debarment and Suspension.” Contractor agrees that neither Contractor nor any of its third-party subcontractors shall enter into any third-party subcontracts for any of the work under this Agreement with a third-party subcontractor that is debarred, suspended, or otherwise excluded for or ineligible for participation in federal assistance programs under executive Order 12549.

3. Contractor must comply with title 2 Code of Federal Regulations, part 180, subpart C and title 2 Code of Federal Regulations, part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

4. This certification is a material representation of fact relied upon by the City. If it is later determined that Contractor did not comply with title 2 Code of Federal Regulations, part 180, subpart C or title 2 Code of Federal Regulations, part 3000, subpart C, in addition to remedies available to the State of Tennessee and the City of Chattanooga, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. Procurement of Recovered Materials

1. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
- b. Meeting Agreement performance requirements; or
- c. At a reasonable price.

2. Information about this requirement, along with the list of EPA- designate items, is available at

EPA’s Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> .

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by section 1352 of title 31 of the United States Code. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. MBE/WBE REQUIREMENTS

1. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible through the "Good faith Effort" process in 2 C.F.R. § 200.321. Contractor shall document and report its Good faith Effort processes. Contractor shall also ensure that all of its subcontractors take the affirmative steps required under 2 C.F.R. § 200.321. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring all subcontractors to take the affirmative steps listed in paragraphs (a) through (e) above.

I. MISCELLANEOUS PROVISIONS

1. DHS Seal. Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
2. FEMA Assistance. Contractor acknowledges that FEMA financial assistance will be used to fund this Agreement only. Contractor shall comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.
3. Federal Government Not Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to Town, Contractor, or any other party pertaining to any matter resulting from this Agreement.
4. False Claims. Contractor acknowledges that Title 31 United States Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

J. Equal Employment Opportunity

During the performance of this Agreement, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

7. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however,

that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Attachment G

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 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>

ATTACHMENT - H

SECTION 00486

DRUG-FREE WORKPLACE AFFIDAVIT OF PRIME BIDDER

STATE OF _____

COUNTY OF _____

Comes the affiant after having first been duly sworn and testifies as follows:

1. My name is _____ I hold the principal office of
_____ for _____.
(Name of Principal Office) (Name of Bidding Entity)

2. _____ has submitted a bid to the
(Name of Bidding Entity)

City of Chattanooga for the management of Contract E-20-007-201, EMERGENCY DISASTER RECOVERY MANAGEMENT SERVICES.

3. _____ employs more than five (5) employees.
(Name of Bidding Entity)

4. In accordance with Tenn. Code Ann. §50-9-113, this is to certify that

_____ has in effect at the time of its submission of
(Name of Bidding Entity)

a bid to perform the construction of the City of Chattanooga project identified above, a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code.

5. This affidavit is made on personal knowledge.

Further the affiant saith not this _____ day of _____, 20__.

Signature

Subscribed and sworn to before me this _____ day of _____.

Notary Public

My Commission Expires:

(Date)

(SEAL)

END OF DOCUMENT

ATTACHMENT I

Affirmative Action Plan

For

City of Chattanooga E-20-010-201

(Name of Contractor)

The above named Contractor is an equal opportunity employer and during the performance of this contract, the Contractor agrees to abide by the Affirmative Action Plan 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 that 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 of 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, or 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 works' 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. The DBE goal for this project has been set at 0%.
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.
6. 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. Maintain systematic contracts with minority groups and human relations organizations.
 - 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.

7. During the term of this contract, the Contractor, upon request of the City of Chattanooga Office of Economic and Community Development, will make available for inspection by the City of Chattanooga Office of Economic and Community Development, copies of payroll records, personnel records, documents and other records that may be used to verify Contractor compliance with these equal opportunity provisions.

8. The Contractor agrees to notify the City of Chattanooga Office of Economic and Community Development of any failure or refusal on the part of the contractor or any subcontractors to comply with the equal opportunity provisions set forth. Any failure or refusal to comply with the aforementioned provisions by the Contractor and/or Subcontractors shall be a breach of this contract.

(Signature of Contractor)

(Title and Name of Construction Company)

(Date)