

Request for Qualifications

PROFESSIONAL SERVICES FOR CITY OF CHATTANOOGA / HAMILTON COUNTY WATER QUALITY MONITORING PROJECT CONTRACT # S-20-012-100

City of Chattanooga, Tennessee

August 27, 2020



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Section 1- Introduction

1.1 GENERAL

Over the last decade, the City of Chattanooga and Hamilton County have collected assorted forms of field monitoring data in local creeks/streams for the assessment of water quality and quantity/flooding. Each of these efforts has been targeted at specific and sometimes temporary goals ranging from stream assessment to municipal separate storm sewer (MS4) permit compliance to flood warning systems. Due to on-going data collection needs by both entities and the availability of field monitoring equipment that can jointly support these needs, the City and County (Partners) desire to collaborate in the development of a shared monitoring program. The vision for the program has been captured in the development of a Memorandum of Understanding (MOU) between the Partners titled "Participation in a Joint Watershed Data Sharing Program" with clearly identified program goals and objectives for the overall program.

The Partners are looking for an experienced Proposer to help develop and implement an overarching strategy for the long-term monitoring program to meet the shared goals and objectives. Dependent upon the details within the strategy, the Partners will implement portions of the monitoring program using internal staff (components to be determined) but will seek assistance from the selected Proposer to implement other key components of the monitoring program. The Partners desire to develop a robust monitoring program that includes real-time continuous data collection with remote telemetry. The following is a list of each of the anticipated key components of the shared, real-time monitoring program:

- Develop a Monitoring Strategy (to include equipment/resource needs)
- Install Permanent Stations
- Perform Operation and Maintenance
- Conduct Grab Sampling
- Detect and Track Illicit Discharges
- Setup and Provide Web Hosting
- Integrate and Maintain Remote Telemetry
- Produce MS4 and Other Reporting
- Provide Routine Data Quality Control
- Conduct Statistical Analysis and Data Interpretation

1.2 OPERATIONAL SUMMARY

The City of Chattanooga is seeking a qualified vendors to enter into a contract to provide Water Quality Monitoring Services and Consultation to both the City of Chattanooga and Hamilton County on a Regional, Watershed Based scale. The full execution of the monitoring strategy will likely take many years due to budgetary constraints, therefore the strategy will include a proposed implementation schedule.

The Proposer must demonstrate the following qualifications, at a minimum:

- Experience developing monitoring strategies and implementation plans
- Experience installing permanent monitoring stations with the ability to customize to challenging terrain and accessibility
- Knowledge and understanding of MS4 and TMDL regulatory requirements
- Experience leveraging community data to meet NPDES MS4 requirements
- Experience with YSI equipment (County and City presently own)
- Experience integrating remote telemetry and setting up customizable web pages to host field data
- Experience with stage/flow measurement and development of rating curves
- Experience with remote data oversight/troubleshooting and maintaining continuous water quality monitoring networks
- Experience developing customized monthly or quarterly reports
- Experience providing training and support related to water quality monitoring
- Experience using monitoring data to calibrate water quality and flood models
- Similar project experience within EPA Region 4

Additional points will be awarded for any Proposers that demonstrate the following:

- Experience using software developed for the assessment and processing of continuous data
- Experience working with commercial analytical laboratories
- Credentials or special recognition related to the water quality monitoring industry
- Experience using water quality data to identify and track illicit discharges

At a minimum, the Proposer's submittal should include the following to help address the qualifications listed above:

- Project descriptions highlighting similar work for the likely project team
- Resumes for the project team likely to be involved
- Client references for similar work (minimum of 3)
- History of past experience working with any proposed teammates (if your response includes teammates)

1.3 PURPOSE OF RFQ

It is the common goal of both the City of Chattanooga and the Hamilton County Water Quality Program to improve and increase existing water quality regionally. Both are tasked with this through their State of Tennessee MS4 permit. Along with invaluable assistance from other departments, these functions are co-managed by the Department of Public Works (department). As the department incorporates new technologies to accurately predict the extent of, severity and associated losses and damages from flooding, it frequently seeks to hire consultants to perform specific tasks as defined in each Request for Qualifications.

To this end, the City is requesting Statement of Qualifications (SOQs) from highly qualified consulting engineering firms for the purpose of negotiating an Agreement for Professional Services for the **City of Chattanooga / Hamilton County Water Quality Monitoring Project**.

The overall objective of this RFQ process is to develop a partnership with a firm/consultant who is capable of performing high quality work in a collaborative effort of both the City and County Water Quality Programs.

Section 2- SOQ Instructions

2.1 GENERAL

Five (5) bound copies, one (1) unbound original copy, and an electronic copy in Word format of the SOQ shall be submitted. The SOQ should be limited to the content requested in this RFQ.

All SOQs shall be submitted in a sealed envelope or box marked “**City of Chattanooga / Hamilton County Water Quality Monitoring Project.**” The original and copies of the SOQ shall be indexed with tabs for each section of the RFQ.

All SOQs shall be submitted no later than **4:00PM EDT, on October 8, 2020**, to the attention of:

City of Chattanooga
Purchasing Department
101 E. 11th Street, Suite G13
Chattanooga, TN 37402
bidinfo@chattanooga.gov
Phone Number: (423) 643-7230
Fax Number: (423) 643-7244

NOTE: *SOQs shall address only the information requested in the RFQ. The City is not interested in “fluff or filler.” It is interested in the resumes of the people that will be working on the project and descriptions of similar projects on which they have worked on singularly or together. Resumes of others who will not be working on the project or project descriptions that are not recent or not relevant to the RFQ should not be included.*

2.2 SOQ WITHDRAWAL PROCEDURE

SOQs may be withdrawn up until the date and time set above for opening of SOQs. Any SOQ not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to provide the services set forth in the SOQ or until one of the SOQs has been accepted and a contract has been executed between the City and the successful SOQ submitter.

2.3 RESERVATION OF CITY RIGHTS

- a. The City reserves the right to request clarification of information submitted and to request additional information of one (1) or more SOQs.
- b. The City reserves the right to negotiate the Agreement/Contract(s) for **City of Chattanooga / Hamilton County Water Quality Monitoring Project** with the next most qualified finalist if the successful finalist does not execute an Agreement/Contract within seven (7) days after submission of an agreement to such offer. The City reserves the right to negotiate all elements of work that comprise the selected SOQ.
- c. The City reserves the right, after opening the SOQs or at any other point during the selection process, to reject any or all SOQs, modify or postpone the proposed project, evaluate any alternatives offered or accept the SOQ that, in the City's sole judgment, is in its best interest.
- d. The City reserves the right to terminate the Agreement if the Consultant/Contractor fails to commence the work described herein upon giving the Consultant/Contractor a 30 (thirty) day written Notice of Award.

2.4 PRE- SOQ SUBMITTAL MEETING

For this project, the City will not hold a Pre-SOQ Meeting. The City will respond, in writing, to all written questions or requests for clarification posed by submitting firms during the specified question and answer period. Written answers to all questions will be distributed to ALL responders to the RFQ.

2.5 FACILITY VISIT

Stormwater conveyances and tributaries extend along personal property and are often not contained within easements. Access to these sites for survey and related work shall be arranged with the properties owners. The City may issue a letter identifying the project scope and benefits property owners shall attain as a result of the project.

If access to any of the properties is not granted, the issue shall be documented and brought to the City for determination of any action.

2.6 ADDITIONAL REQUESTS FOR INFORMATION

Requests for information or clarification must be directed in writing to the City by **4:00 p.m. EDT, on October 2, 2020**. The requests will be addressed to the fullest extent possible by the City in writing and sent to each responder to the RFQ by **4:00 p.m. EDT, on October 5, 2020**. After that time, no further requests for information will be received or responded to.

Requests for information or clarification shall be sent to:

City of Chattanooga
Purchasing Department
101 E. 11th Street, Suite G13
Chattanooga, TN 37402
bidinfo@chattanooga.gov
Phone Number: (423) 643-7230
Fax Number: (423) 643-7244

The City specifically requests that any contact concerning this RFQ be made exclusively with Artie Prichard, or her designee, until selection has been completed. Failure to honor this request will be negatively viewed in the selection process.

2.7 AFFIRMATIVE ACTION PLAN

The City is an equal opportunity employer and during the performance of this Contract, the Consultant/Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Consultant/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Consultant/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 for training including apprenticeship. The Consultant/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 Consultant/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant/Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Consultant/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 said labor union or workers' representatives of the Consultant/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, any Consultant/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 Consultant/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 Consultant/Contractor and/or subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.
6. During the term of this Contract, the Consultant/Contractor upon request of the City will make available for inspection by the City copies of all payroll records, personnel documents, and similar records or documents that may be used to verify the Consultant/Contractor's compliance with these Equal Opportunity provisions.

Section 3- SOQ Contents

3.1 GENERAL INFORMATION

The SOQ shall provide the following general information:

- A. Identify the name, address, telephone, facsimile numbers, and email address of the Consultant/Contractor, and the principal contact person.
- B. Identify the type of firm or organization (corporation, partnership, joint venture, etc.) and describe the entity that will serve as the contracting party.
- C. Submit a project organization chart of the personnel proposed to be part of the project, as well as their availability (as a percentage of their total time) for the project.
- D. The SOQ shall identify the portions of the work that will be undertaken directly by the Consultant/Contractor and what portions of the work will be subcontracted. At a minimum, SOQs must identify the lead parties that will undertake the various roles for the various phases.
- E. Describe the proposed contractual relationships between the Consultant/Contractor and all major partners and subcontractors relative to the various phases of the project.
- F. Describe the history of the relationships among the Project Team members, including a description of past working relationships.
- G. Provide the history, ownership, organization, and background of the Consultant/Contractor. If the Consultant/Contractor is a joint venture, the required information must be submitted for each member of the joint venture firm. Include the following:
 1. Names of partners, and company officers who own 10 percent or more of the shares;
 2. If the Consultant/Contractor or joint venture is a subsidiary of a parent company, state when the subsidiary was formed and its place in the corporate structure of the parent company. If a subsidiary is newly created for the purposes of responding to this SOQ, the reasons for this action must be fully disclosed; and
 3. Identify any lawsuits or litigation, permit violations, and/or contract disputes for other projects by the Consultant/Contractor.
- H. Provide client references (for both current and past clients) for projects similar to the one described within this RFQ. References to websites of actual projects completed are not required but may be beneficial.

3.2 QUALIFICATIONS AND EXPERIENCE

The Consultant/Contractor shall provide the following regarding technical qualifications and experience dealing with the Professional Services for the project described herein.

A. General Experience:

Provide a summary of the experience of the Consultant/Contractor project team working together for this project or similar projects as applicable to the SOQ. Include current work assignments and available capacity to perform the specific City Project. Please include any and all work for the City since July 1, 2010. Please limit it to one (1) page. City will request additional information if warranted.

B. Project Team Members Experience:

Provide resumes of the three (3) key members Consultant/Contractor's project team including the project manager and all key technical personnel that are to be used for **City of Chattanooga / Hamilton County Water Quality Monitoring Project** or similar survey and analysis projects as applicable to the SOQ. Resumes should include

information on professional registrations and certifications of each team member. Please limit it to one (1) page per team member. City will request additional information if warranted.

C. Previous Experience with Similar Projects:

Provide a list of the most recent **related work** or similar type project(s) and professional service projects that the Consultant Project Team has worked on together or singularly. These projects should reflect water quality survey and monitoring, data reporting and QA/QC, and any other relevant information on MS4 project experience for other municipalities.

Include name of each project, description of each project, location of each project, dates and times work was performed, name of Project Manager, Project Team Members involved; and name, address and phone number of owner and/or contact person familiar with the project. Please limit it to one (1) page per project. City will request additional information if warranted.

3.3 PROPOSAL SCOPE OF WORK

A. General Scope of Work

- 1 The Consultant/Contractor shall describe in detail its overall approach that will be used by its project team to perform the scope of work described herein for the **City of Chattanooga / Hamilton County Water Quality Monitoring Project**.
- 2 The Consultant/Contractor shall provide all labor, benefits, equipment, materials, fuel, utilities, insurance, out-of-pocket expenses, and other related services required in connection with the Professional Services for its overall approach that will be used by its project team to perform the scope of work described herein.
- 3 The Consultant/Contractor shall obtain all necessary permits and approvals from all federal, state, and local regulatory agencies related to the Professional Services for the project. Copies of required permits and approvals shall be furnished to the City.
- 4 The Consultant/Contractor shall provide and submit reports and certifications as required by all applicable Federal, State and/or Local regulations in regards to the project. All required reports shall be furnished to the City in a timely manner.
- 5 The Consultant/Contractor shall conduct the work for the Professional Services for the project in compliance with all applicable federal, state, and local laws, regulations, permits, and approvals.
- 6 The Consultant/Contractor shall provide adequate supervision and technical and managerial oversight of the Consultant/Contractor's employees, subcontractors, and agents.

B. Specific Scope of Work

- 1 Development of a comprehensive Monitoring Strategy for both the City of Chattanooga and Hamilton County Water Quality Programs (to include equipment/resource needs)
- 2 Installation of Permanent Water Quality Stations, and a plan for the Operation and Maintenance of the Stations.
- 3 Plan and ability to conduct Grab Sampling, Track Illicit Discharges, and any other tasks necessary to aid the City/County in the goal of increasing Water Quality.
- 4 Integration and Maintenance of remote telemetry on Water Quality Stations, and the ability to provide Web Hosting on the data from the Stations.
- 5 Produce MS4 and other reporting for the City/County for the State of Tennessee or other agencies.
- 6 Provide routine data Quality Control, Statistical Analysis, and Interpretation of Stream Data.

3.4 CITY SUPPLIED SERVICES

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

- A. The City will provide a project manager as the single point of contact, who will be the responsible party for the City.
- B. The City will provide the Consultant access to all City records that will assist in this project including existing stream survey data, floodplain analysis, preferred models and stormwater structure descriptions, locations and assessments.

3.5 FINANCIAL RESOURCES

The Consultant/Contractor shall provide documentation that the firm is of sound financial standing and have the financial ability to work in the capacity of CEI Services.

3.6 TERMS AND CONDITIONS

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

[http://www.chattanooga.gov/Public_Works/70 SOPs.htm](http://www.chattanooga.gov/Public_Works/70_SOPs.htm)

- A. Except for information and data protected under law as confidential, all reports, permits, applications, etc. filed in connection with the work will be available for public inspection.
- B. All records and documentation pertaining to the Consultant/Contractor shall be maintained for a period of five (5) years following expiration or termination of the Agreement.
- C. Audit Provisions
 1. The City or its assignee may audit all financial and related records (including digital) associated with the terms of the Contract or Agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and/or equipment claimed by the Consultant/Contractor. The City may further audit any Consultant/Contractor records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the Contract or Agreement) or to identify conflicts of interest.
 2. The Consultant/Contractor shall at all times during the term of the Contract or Agreement and for a period of five (5) years after the end of the Contract, keep and maintain records of the work performed pursuant to this Contract or Agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Consultant/Contractor. Documents

shall be maintained by the Consultant/Contractor necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. The Consultant/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.

3. The obligations of this Section shall be explicitly included in any Subcontracts or Agreements formed between the Consultant/Contractor and any subcontractors or suppliers of goods or services to the extent that those Subcontracts or Agreements relate to fulfillment of the Consultant/Contractor's obligations to the City.
4. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City unless the audit identifies significant findings that would benefit the City. The Consultant/Contractor shall reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.
5. 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.

3.7 ALTERNATE APPROACHES

This RFQ briefly describes the City's current or anticipated approach and deliverables for **City of Chattanooga / Hamilton County Water Quality Monitoring Project**. Consultants are encouraged to prepare their project approach accordingly. However, alternate approaches are welcome, provided the Contractor/Consultant can demonstrate similar or additional benefits to the City. Alternate approaches may be mentioned briefly in the Contractor/Consultant's submittal; however, detailed consideration of alternate approaches should be deferred to workshops that Contractor/Consultant may propose as part of the Project Management task.

3.8 LENGTH OF CONTRACT

The length of the Contract shall not exceed three (3) years unless otherwise approved by the City.

Section 4- Review and Evaluation of SOQs

4.1 REVIEW COMMITTEE

A review committee consisting of individuals selected by the City shall receive and review all SOQs submitted. The City, in its sole judgment, shall decide if an SOQ is viable.

4.2 FORMAL PRESENTATIONS

After reviewing each SOQ submittal, the City may prepare a short list of up to three (3) qualified firms for formal presentations. The City reserves the right to invite more or less than this number if the quality of the SOQs so merits, or not to prepare a short list and require formal presentations.

4.3 SELECTION CRITERIA

Selection of Consultant/Contractor(s) for contract/agreement negotiations and/or formal presentations will be based on an objective evaluation of the following criteria:

A. General

1. Proposal and/or SOQ properly interpret the Request for Qualifications.
2. Proposal and/or SOQ contain no technical errors.
3. Proposal and/or SOQ contain no discrepancies, omissions, ambiguous, and/or misleading statements.

B. Problem Statement and Background Summary.

1. Proposal and/or SOQ demonstrate good understanding of the problem.

C. Proposal Plan (Objectives and Tasks)

1. Proposal and/or SOQ cite specific tasks clearly.
2. Difficult areas are identified and details for overcoming them are given.
3. Proposal and/or SOQ represent a novel idea or technical approach that is worth considering.

D. Products and Implementation

1. Proposal and/or SOQ clearly define products to be delivered at phase/project completion. SOQ includes a practical, realistic implementation plan, and schedule, showing a familiarity with City procedures and policies, as well as demonstrated ability to meet budgets and schedules without compromising sound engineering practice for similar projects.

E. Staffing and Facilities

1. Availability of personnel is clearly defined.
2. Proposal and/or SOQ show a depth of qualified personnel.
3. Personal qualifications and education are directly related to the project requirements.
4. Key personnel have direct experience and accomplishments with this type of project.
5. Proposal and/or SOQ show ability to manage a project of this size.
6. Proposal and/or SOQ include plans for specific key personnel assignment.
7. Project does not depend excessively on Sub consultants/Subcontractors or recruited personnel.
8. Submitter's location will not hinder project completion.
9. Sub consultants/subcontractor's location will not hinder project completion.

F. City Involvement

1. City involvement is clearly described and quantified.
2. City involvement is not excessive.

G. Submitter's Record of Past Accomplishments for the City

1. Submitter satisfactorily completed past projects.
2. Submitter met scheduled commitments.
3. Submitter was cooperative and flexible.

H. Other factors approved by the City Engineer.

I. Evaluation proceedings shall be conducted within the established guidelines regarding equal employment opportunity and discriminatory action based upon the grounds of race, color, sex, religion, or national origin.

4.4 SELECTION OF FINALIST

After the review of the SOQs by the Review Committee and possibly formal presentations, the City may, at its sole option, elect to reject all SOQs or elect to pursue the Project further. In the event that the City decides to pursue the Project further, the City will select the highest ranked finalist(s) to negotiate an Agreement.

**Affirmative Action Plan
For
City of Chattanooga E-20-006-401**

(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)

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>

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 construction of Contract E-20-006-401, EMERGENCY DEBRIS
MONITORING DISPOSAL APRIL 2020.

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

No Contact/No Advocacy Statement

City of Chattanooga
Purchasing Division

For Submission with Sealed RFP, RFQ, Sealed Bid Responses:

State of _____

County of _____

_____ (agent name), being first duly sworn, deposes and says that:

- (1) He/She is the owner, partner, officer, representative, or agent of _____
_____ (business name), the Submitter of the attached sealed solicitation response to Solicitation # _____;

- (2) _____ (agent name) swears or affirms that the Submitter has taken notice, and will abide by the following No Contact and No Advocacy clauses:

NO CONTACT POLICY: After the posting of this solicitation, a potential submitter is prohibited from directly or indirectly contacting any City of Chattanooga representative concerning the subject matter of this solicitation, unless such contact is made with the Purchasing Division.

NO ADVOCATING POLICY: To ensure the integrity of the review and evaluation process, companies and/or individuals submitting sealed solicitation responses, as well as those persons and/or companies formally/informally representing such submitters, may not directly or indirectly lobby or advocate to any City of Chattanooga representative.

Any business entity and/or individual that does not comply with the No Contact and No Advocating policies may be subject to the rejection or disqualification of its solicitation response from consideration.

Submitter Signature:

Printed Name:

Title: _____