

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

Request for Proposal No.: _183079_
Ordering Dept.: Air Pollution Control Bureau (APCB)
Buyer: Deidre Keylon; email: RFP@CHATTANOOGA.GOV (NO E-MAILED PROPOSALS ACCEPTED)
Phone No.: 423-643-7230; Fax No.: 423-643-7244

Goods/Services Being Purchased - Subject: **Air Pollution Software Solution**

**SEALED PROPOSALS MUST BE SUBMITTED AND RECEIVED AS SPECIFIED AND
NO LATER THAN 4:00 P.M. E.S.T. ON APRIL 25, 2019;**

ALL QUESTIONS MUST BE RECEIVED IN WRITING AS SPECIFIED AND
NO LATER THAN 4:00 P.M. E.S.T. ON APRIL 10, 2019

The City of Chattanooga reserves the right to reject any and/or all proposals, waive any informalities in the proposals received, and to accept any proposal which in its opinion may be for the best interest of the City. The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color or national origin.

The City of Chattanooga (COC) Terms and Conditions posted on Website are applicable:
<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions> (Revised_7.18.2018.pdf)
All proposals received are subject to the terms and conditions referenced, above. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are specifically listed within Offeror's sealed proposal. Proposed exceptions received after the date of submission may be a basis for disqualification.

NOTE: ALL PROPOSALS MUST BE SIGNED and have ON THE LABEL the (1) Vendor Name and Address, and "(2) RFP_183079_Air Pollution Software Solution".

PLEASE PROVIDE THE FOLLOWING:

Company Name: _____

Mailing Address: _____

City & Zip Code: _____

Phone/Toll-Free No.: _____

Fax No.: _____

E-Mail Address: _____

Contact Person: _____

Signature: _____

Date: _____

THIS COMPLETED AND SIGNED COVER PAGE MUST BE RETURNED WITH PROPOSAL

Request for Proposals

Air Pollution Software Solution

City of Chattanooga, Tennessee
Air Pollution Control Bureau (APCB)



Air Pollution Software Solution - a software solution for storage, reporting, and use of all customer data collected for: emissions inventory reporting to the EPA; compliance with the Clean Air Act (CAA); permitting and invoicing; and other uses as specified.

INTRODUCTION

The City of Chattanooga and the Air Pollution Control Bureau (APCB) are requesting written proposals from qualified firms to provide an **Air Pollution Software Solution** for the APCB.

The APCB and the City of Chattanooga Department of Information Technology, in conjunction with the City of Chattanooga Purchasing Department, will oversee the fulfillment of the contract obligations.

The APCB seeks an **Air Pollution Software Solution** to store and report all:

- customer data recorded dealing with emissions inventory reporting to the EPA
- Clean Air Act (CAA) compliance data

Also, the APCB seeks an **Air Pollution Software Solution** offering the ability to invoice customers based on the data. Specifications describing the functional and technical requirements of the Air Pollution Software Solution are contained in this document. It is The City's intent to select the most suitable solution(s) based on responses to this RFP if an acceptable solution is proposed.

This request solicits proposals covering seven areas. Proposals should provide recommendations and service level agreement details (hereinafter referred to as "SLA") for each area:

- (1) Deployment Time and Upgrades
- (2) Redundancy
- (3) Flexibility and Customized Services
- (4) Security
- (5) Scalability
- (6) Cost benefits
- (7) Total cost

SCOPE OF WORK

Introduction

The purpose of this section is to describe the required and desired features of a solution for The City. The vendor may propose additional features and options. The sequence in which the following items appear in this document does not represent any priority of importance for this proposal. The City requests that prospective vendors use these specifications to develop proposals within the guidelines set forth in this document.

General Requirements

The current software is out of support and cannot be upgraded to current technology standards. Any new solution will be supported and maintained to keep up with current and future technology advances by the chosen vendor.

Prospective vendors, regardless of previous experience with Air Pollution Software Solutions, should demonstrate a thorough knowledge of municipal government Air Pollution Software and of the differences between municipal government and private sector software requirements in general and specifically as applicable. In addition to other applications, these differences may be especially important in regard to security, open records, data availability, and public safety considerations.

Prospective vendors should understand that adherence to all vendor-proposed dates and timelines will become part of said vendor's contractual obligation should their proposal be selected by The City for its Air Pollution Software solution.

Overview

The APCB is seeking a system that will support three different and main APCB functions:

1. EMISSIONS INVENTORY: The APCB must be able to use software to maintain an emissions inventory list and do inventory reporting. The emissions inventory database, at a minimum:
 - should be searchable
 - should offer drop-down function for entering certain data
 - should offer auto-fill based on previously entered fields
 - should offer queries
 - should auto-fill pre-written reports
2. REGULATORY REPORTING: The APCB must be able to use software to satisfy regulatory requirements in both areas of Compliance and Enforcement
 - APCB needs two separate reporting mechanisms - one for the EPA and one for Inspections
 - APCB needs a system that will remain up to date on EPA regulations for reporting
3. PERMITTING AND BILLING: The APCB must have a system that will support APCB's ability to satisfy local requirements for Permits and for Billing. The permitting and billing functions, at a minimum:
 - Should support APCB's need to write invoices and do billing
 - Should have a tickler system to alert APCB for billing

Functional Requirements

All software submitted for consideration must address the basic requirements set forth below:

- Must enable creation of an emissions inventory system and Clean Air Act (CAA) compliance data management system containing multiple forms, fields for data entry, and navigation tools identified by APCB
- Must allow assignment of reports to users in a fashion similar to a workflow
- Users must be able to search for data in all fields in which data can be entered
- Users must be able to run reports on the data and export the reports (csv, xlsx, other standard formats)
- Users must be able to freeze a snapshot of the database after a certain deadline discontinuing further editing; or use other satisfactory method
- Fields will need to have default values (drop list) for faster accurate entry; and users must have the ability to alter those values
- Must store all data indefinitely
- APCB profile user role types examples: bookkeeper, engineer, inquiry, admin, etc.
- APCB needs to be able to access administrative privileges and assign roles
- Empty field notifications for once an entry has been started but not completed with modifiable date range and user contact
- Required fields not allowing submission until those fields are completed and ability to choose which fields are required
- Need to be able to run customized reports, label and save report to run again (canned reporting)

- Need to be able to search on multiple data fields simultaneously and pull data that can create customized ad hoc queries
- Must be able to conduct monthly invoice reports and individually pulled reports - should automatically populate invoice number and use data from emissions inventory and CAA compliance data
- Must be able to conduct large report export that goes to EPA - over 6,000 fields (xlsx, csv)
- Must accommodate fifteen or more users
- Must provide thorough, on-site training for all staff using services
- Should offer mobility, ability to input data when off-site
- Export should format to EPA's technical criteria for accepting data from that database and be flexible to update to future EPA requirements
- Vendor to keep software up to date with EPA's requirements and standards
- Should have ability for third parties to report data to APCB directly

Technical Requirements

- Prefer a managed and hosted environment.
- All data needs to be transferred out of the existing Oracle database and made accessible in the new solution, or acceptable alternative.

Vendor must incorporate the items in the list of standardizations within “Software: Standard Requirements” and/or “Cloud/Hosted Solutions: Standards” into a contract or exhibit to the City’s Standard Terms and Conditions that is to be agreed upon, if the proposed solution involves software and/or cloud/hosting environment.

PRICING

Training

Proposals must include all training plans and costs. Training must be provided for each city role required for implementation and for future sustainability of the proposed Air Pollution Software solution. The vendor is expected to be familiar with any software and services recommended in the proposal.

Technical Support Services

Proposals must provide all costs associated with supporting the proposed solution. Pricing should be provided by year. Year One would include implementation costs, if there are additional costs. Years Two and later would include Maintenance and Support.

Cost Summary

Vendor must supply a listing of their products and services in the form of a catalog or a line item detail to support the Proposal Cost Summary.

Software: Standard Requirements

The items set forth below are intended to be informational and provide a minimum list of expected requirements for any software product. It is not exhaustive and is not intended to serve as a contract or a replacement for or exhibit to the City Purchase Order Standard Terms and Conditions. It would be expected that the items on this checklist would be incorporated into a contract or exhibit to the City's Standard Terms to be agreed upon and signed by the contracting parties.

Definitions

- **API:** Application Program Interface; functions and procedures available to developers by which certain software functions may be automated.
- **COTS:** Commercial, Off-the-Shelf software. This refers to software packages by the City of Chattanooga as opposed to custom software written for the City of Chattanooga (either by a vendor or Applications Development).
- **Geocoding:** A method by which a street address is converted to information for mapping or other geolocation purposes.
- **LTS:** A Long-Term Support version of a given software package. Vendors sometimes alternate between LTS and non-LTS version; LTS should be selected for enterprise use in most cases.
- **No SQL:** A non-relational DBMS. This format is increasing in popularity at the time of this writing.
- **SME:** Subject-Matter Expert; an end-user that is exceptionally well versed in a particular software package, prepared for and available to provide guidance to his or her peers.

Purpose

This document should serve as a guide for the selection, purchase, and implementation of Commercial Off-the-Shelf (COTS) software, as well as any custom software developed for or by the City of Chattanooga.

Scope

This procedure applies to all DIT staff who make decisions with regard to the purchase of COTS software, and DIT partners who seek to purchase and use COTS software. Likewise this applies to custom-developed software created for or by the City of Chattanooga

Responsibility

Any City of Chattanooga staff member, whether a member of the DIT or not, who is involved in the decision-making process for the purchase and selection of COTS software or custom-developed software created for or by the City of Chattanooga.

Policy

- Business Rules

Users should be able to create, read, update and delete data for the purpose of business licenses.

- Database Systems:

COTS software must use an approved Database Management System (DBMS) from the following list, based upon what is currently in use at the City of Chattanooga and what is regarded as acceptable industry-wide for enterprise use: Microsoft SQL Server, Oracle MySQL/MariaDB, PostgreSQL, NoSQL (MongoDB/Cassandra).

- Data:

- Data Access:

- Legacy data from existing, Accela-Automation system must be migrated into new PS system. All fields pertaining to trade licenses, permits and inspections must be mapped and copied over to the new PS. This migrated data should be searchable by permit number, date range or address.
- Vendor must provide an industry-standard method of accessing stored database information:
- Vendor must provide documentation of methods;
- Vendor must provide reasonable support for said methods.

- Data Ownership:

- Data belongs to the City.
- Provider does not acquire any rights or licenses to use the data for its own purposes by virtue of the transaction.
- Provider is obligated to return the City's data in both the Provider's format and in a platform-agnostic format.
- Provider does not acquire or may not claim any security interest in the data.

- Upgrades:

- Database as provided must be the current production/LTS version of the DBMS or its -1 version. Vendor should agree to database upgrades as follows:
 - A new DBMS release is deemed “current” when it has been in production release for 180 days;
 - Upon designation of a new “current” version, the previous “current” version becomes Current -1;
 - The previous Current -1 goes into a 270-day countdown period, by then end of which vendor should make available the current version.
- Address validation:
 - An approved ESRI geocoding service must exist for the validation of entered and modified street addresses;
 - Address data should come from Hamilton County GIS to be used in any COTS application
- Hosting: *(also refer to Appendix E: Cloud/Hosted Solution Standards)*
- Software must be hosted by vendor or approved alternative. Hosting agreement must include:
 - Technical Support
 - Test instance(s)
 - One (1) or more as deemed necessary;
 - Regular clones from production instance to test instance(s) must be provided;
 - A mechanism by which an additional test instances can be requested, should be provided.
 - Interfaces
 - Vendor should provide accessible interface “hooks” via tools such as APIs and/or web services;
 - Vendor should provide reasonable access for DIT personnel.
- Support:
 - Technical Support
 - Issues relating to network and client devices (desktops, laptops, tablets, etc.) shall be provided by DIT when relevant;
 - The software vendor and/or a third-party vendor must provide other forms of technical support.
 - Functional Support

- Vendors should provide access to an online user community supported by and/or participated in by vendor representatives;
 - Vendor must provide an avenue for functional support, whether through said vendor or an approved third-party.
- Maintenance:
 - Vendor to provide patching schedule and version upgrade roll out;
 - Standard managed services.
- Training:
 - Vendor Commitment:
 - Vendor to provide training material for all software versions;
 - Vendor should provide release notes for new versions or patches including pushed notifications for security related fixes.
 - Vendor to provide at minimum “train the trainer” sessions during initial installation and as needed after major upgrades.
- City Departmental Partner Commitment:
 - Sponsoring partner must designate an appropriate number of SMEs (based upon planned user base);
 - Partner shall provided for initial and ongoing training of said users including, but not necessarily limited to:
 - In-person, instructor-led online, or CD/DVD based-training;
 - Periodic attendance of user groups and conferences.
 - Partner shall name replacements and/or new SMEs when necessary and provide for their training.
 - Sponsoring partner must provide for and agree to an internal methodology by which end-users may contact SMEs for education and issue resolution.
 - Sponsoring partner must designate one or more SMEs to act as liaisons to vendor support if required by vendor.

Cloud/Hosted Solutions: Standards

The items set forth below are intended to be informational and provide a minimum list of expected requirements for any cloud-based product. It is not exhaustive and is not intended to serve as a contract or a replacement for or exhibit to the City Purchase Order Standard Terms and Conditions. It would be expected that the items on this checklist would be incorporated into a contract or exhibit to the City's Standard Terms to be agreed upon and signed by the contracting parties.

User Licenses

- Specify the quantity of licenses provided to cover the number of users.
- User license types (Concurrent or Seat).
- Renewal options (Subscription or Maintenance).
- Are user licenses transferable?

Service Level Agreements

- Identify the amount of guaranteed "uptime".
- Describe the process and timeline for dealing with "downtime".
- Describe the consequence for any failures (including credits, etc.).
- Notification process of outages and resolution.
- Service package offerings for support (Silver, Gold, Platinum).
- Patch testing to be performed in Test environment with designated City Staff for sign-off and approval.

Data Management

- Data to be hosted and managed by Provider.
- If Test environment is provided - must be maintained and kept current with production.
- What options are available for pulling and pushing data (API, Web services, Database access)?

Ownership of Data

- Data belongs to the City.
- Provider does not acquire any rights or licenses to use the data for its own purposes by virtue of the transaction.

- Provider is obligated to return the City's data in both the Provider's format and in a platform-agnostic format.
- Provider does not acquire or may not claim any security interest in the data.

Data Retention

- Provider to retain all City data consistent with City Retention requirements and all local, state and federal laws.
- Provider to destroy all City data on provider's server within thirty (30) days of written request by the City.

Location of Data

- Location and process that the data is stored and backed up.
- Backup should be stored in multiple physical locations for disaster recovery purposes

Certifications for specific information types

- Provider to produce any required certification for specific data/information types (e.g. PHI, CJI, etc.).
- Provider to identify any special requirements or restrictions for particular information (cont.) or data types (e.g. if a separate agreement must be entered to store PHI).

Data Accessibility

- Vendor should provide a methodology by which the City can access the data via scheduled ETL (extract, transform, and load) processes.

Data Security

- Provider to specify the specific independent security standard utilized by the Provider.
- Provider to provide an audit (SAS70/Type II audits).
- IT to obtain and review the appropriate audit report before contracting.
- Provider to provide notice of security/data breaches immediately upon learning of such a breach. This notification is in addition to any breach notification requirements set forth in local, state or federal law. How will notifications be provided?
- Logging capabilities that will be available.

Emergency Security Issues

- Describe the objective standard that applies to emergency suspension of services and include a materiality component or similar threshold.

Data Privacy

- Provide the privacy policy that describes the different types of information collected; how it is used, disclosed, and shared; and how the provider protects the information.

Data Encryption

- Provide the encryption of data in both transmission and storage (“at rest”) and explain the encryption standards applied.
- Provide the level of encryption.

Data Redundancy

- Explain the data backup practices, including the frequency of the data backup as well as ongoing access to the data or the delivery of such data to the City.
- Provide any redundant paths.

Data Conversion

- Provider to identify whether any data conversion must take place in order to make the software available to the City and at termination of the agreement in order to return data to the City.
- Provider to provide cost estimates for any hourly rates that may apply to such conversion.
- The cost of any initial data conversion must be included in the initial fee schedule or invoice.
- Conduct appropriate testing to verify the simplicity of the provider’s mapping scheme.

Cyber Security Insurance

- Provider to identify whether it carries cyber security insurance.
- Provider to add the City as an additional insured to any cyber security policy and provide a certificate of insurance naming the City as an additional insured.

Electronic Discovery (e-discovery)

- Identify the format in which data will be produced in the event of a discovery request.
- Identify tools are available to access City data in the event of an e-discovery need.

Suspension of End User Accounts

- Suspension of end user accounts for violations of AUP or terms of service are limited to material violations or violations that significantly threaten the security or integrity of the Provider’s system. With “material” and “significant” to be clearly defined.

Suspension and Termination of Service

- Provider to identify the events or conditions that would allow for suspension or termination of

services

- Provider must provide a minimum 60 days advance notification of suspension and termination of services.
- Provider must identify the basis for the suspension or termination.
- Provider must give adequate time for the City to make arrangements for migration of its data and the identification of a new service provider.
- Provider must ensure the data remains available to the City, in a usable format, for a specified period of time following a termination.
- Regardless of the reason for the termination, Provider must return the data to the City in an agreed upon format within 30 days of termination.
- If suspension is due to Provider fault, no payment will be made for the period of suspension or Provider will credit the City for any days when the service is suspended.

Warranty

- Provider to warrant that the service conforms to and will perform to in accordance with its specifications and that it does not infringe on any third-party intellectual property rights.

Incorporation of URL Terms

- While it may be reasonable to deal with technical standards and guidelines or other “non-legal” matters elsewhere, all legal terms must be included in the contract itself or attached as an Exhibit.
- Provider must provide direct, individual notice sufficiently in advance of the effective date of any amendments to incorporate terms, along with the right to terminate if such amendments are unacceptable or materially detrimental to the City’s interests.

Administrative and Contractual Information

General Instructions to Proposers

Contract Term and Information

Any resulting blanket contract will be for an initial contract term of one (1) year with two optional one (1) year renewals at the agreement of both parties and using the same Terms and Conditions. The City solely determines the number of contracts awarded, if any. No minimum or maximum quantity is guaranteed to be ordered.

Package Labelling and RFP Due Date/Time

Sealed Proposals must be in a clearly labelled package (a non-transparent envelope or box) and submitted as otherwise specified to the Purchasing Department, City of Chattanooga, for time-stamping by no later than 4:00 p.m., e.s.t., on APRIL 25, 2019, to the attention of:

Chattanooga Purchasing Dept/**RFP**
101 East 11th Street, Suite G13
Chattanooga, TN 37402

Phone number if needed:
(423) 643-7230

Late or misdirected proposals shall be rejected and offered for return at the expense of the supplier without exception. Postmarks are not accepted. E-mailed proposals are not accepted.

Clear labelling includes:

- the business name, address, and phone number **on the exterior (or on the label)**
- the name and number of the RFP **on the exterior (or on the label)**

Number and Format of Copies

Proposer shall submit three (3) complete copies of the proposal as follows: one (1) original - unbound; one (1) copy - bound; and one (1) electronic copy in PDF format on a flash drive or jump drive. Discs will not be accepted. E-mailed proposals will not be accepted.

Whether electronic or paper, all copies must be exactly the same as the original, except for the original ink signature.

Detailed Technical Proposals

Complete technical submittals shall be submitted with the Proposal. These technical submittals shall describe in detail how the Proposer complies with each specification requirement of the RFP. Any deviations from the specifications shall be noted.

Questions / Requests for Information

All questions and requests for information or clarification must be submitted in writing, and will be accepted **until 4:00 pm, est, on April 10, 2019**, and shall be submitted as follows:

Preferred method: email to rfp@chattanooga.gov with Subject line reading: **QUESTION for RFP 183079 Air Pollution Software Solution.**

Alternative method: mail or fax with clear marking on outside of package or cover sheet **QUESTION for RFP 183079 Air Pollution Software Solution.**

City of Chattanooga Purchasing Division
Attn: Deidre Keylon, Buyer
101 East 11th Street, Suite G13
Chattanooga, TN 37402

Fax: (423) 643-7244

All answers will be provided by addendum posted at www.chattanooga.gov, then Bid Solicitations, as soon as possible after the deadline for questions.

RFP Specifications

This RFP is intended to describe The City's minimum requirements and response format in sufficient detail to secure comparable proposals. However, vendors are not precluded from submitting proposals that recommend a solution that differs from the provided specifications as long as the required response format is followed.

Communication During the RFP Process

Any communication concerning this RFP must be conducted exclusively with the City of Chattanooga Purchasing Division Buyer, until the evaluation and award process has been completed. Failure to follow this procedure will be negatively viewed in the selection process.

Implied Requirements

All products and services not specifically mentioned in this RFP, but which are necessary to provide the full recommended solution described by the vendor, shall be included in the proposal.

Proposer-Supplied Materials - Open Records

Any material submitted by a Proposer shall become the property of the City unless otherwise requested in writing at the time of submission. **All records submitted to the City of Chattanooga with limited bases for exclusion are subject to review through the Tennessee Public Records Act. Any firm submitting a proposal should assume the information included in the proposal is subject to the Act, regardless of submitter designation.**

Issuing Office

This RFP shall be governed by the laws of the State of Tennessee and is issued by the Purchasing Department for The City.

Rejection of Proposals

The City reserves the right to reject any and all proposals resulting from this RFP.

Proposal Withdrawal Procedure

A Proposal may be withdrawn at any time until the date and time set above for opening of proposals. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer to provide the specifications set forth in the proposal, until the successful proposal(s) is/are accepted and a contract has been executed between the City and the successful Proposer(s).

Incurring Costs

The City shall not be liable for any cost incurred by the proposer prior to the issuance of a contract purchase agreement and will not pay for the information solicited or obtained. Proposer shall not include or integrate any such expense as part of its proposal.

Economy of Preparation

Proposals shall be prepared simply and economically. Proposals shall provide a straightforward and concise description of the goods or services proposed. Emphasis should be placed on clarity and content. Lengthy or disorganized proposals may be viewed as attempts to obfuscate issues with possible negative consequences.

Conditions of Agreement

The successful vendor will be expected to enter into contract negotiations with The City that will result in a formal purchase agreement between the parties.

Terms and Conditions of Agreement and Exceptions

Any contract resulting from this Request for Proposal will be subject to the City of Chattanooga's Standard Terms and Conditions which may be read at:

[http://www.chattanooga.gov/images/City_of_Chattanooga - Standard Terms and Conditions Revised_7.18.2018.pdf](http://www.chattanooga.gov/images/City_of_Chattanooga_-_Standard_Terms_and_Conditions_Revised_7.18.2018.pdf)

With the Proposal, Proposers shall state any exceptions to or deviations from the terms of this Request for Proposals and the Standard Terms and Conditions. Where proposer wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. The Contractor shall be bound to accept all stated terms not excepted in its proposal.

The City reserves the right to accept or reject any or all exceptions / deviations at its sole discretion. The City reserves the right to reject excepted or conditional proposals at its sole discretion.

Only exceptions that are specified within a solicitation response submission packet will be considered for potential negotiation by the City. Negotiation is not guaranteed.

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

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

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

Solicitation preparation costs are not compensable.

General Reservation of City Rights

The City of Chattanooga may contact any firm for the purpose of obtaining additional information or clarification.

Contract Administration Activity

The Proposer will be expected to provide periodic reporting and/or attend Contract Administration meetings, as described in this document, or as otherwise required by the City Purchasing Division.

RFP Lifecycle

Initial Screening

The initial screening of submitted proposals will occur as soon as practical following the opening. The initial screening process will involve evaluating all proposals for completeness, clarity, and conformity to all RFP requirements. **Proposals not meeting minimum requirements will not receive further consideration.** The City, at its sole judgment will determine if a proposal is viable.

For a list of required materials, **see CHECKLIST OF REQUIRED SUBMISSION MATERIALS**

Proposal Evaluation

Viable proposals will be evaluated by an Evaluation Committee.

Evaluation Committee

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

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

Formal Presentations

In the event that a Proposer cannot be selected solely on the Proposals submitted, the City may invite qualified firms for formal presentations. Such presentations provide an opportunity for clarification of the proposal submitted and an opportunity to ensure that a thorough, mutual understanding exists.

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

The Evaluation Committee may revise the initial scores based upon additional information and clarification received in this phase. If your company is invited to give a formal presentation to the City, the offered dates may not be flexible.

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

Presentation costs are not compensable.

Selection of Awardee/Awardees

After review of the Proposals by the Evaluation Committee and after Formal Presentations, if any occur, the City may, at its sole option, elect to reject all proposals or elect to pursue the project further. In the event that the City decides to pursue the project further, the City will select the highest ranked finalist(s) or the proposal(s) that is(are) in the best interest of the City to negotiate agreement.

Evaluation Criteria

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

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

- **70 percent: Competence to Perform Scope of Work and Approach to Scope of Work**
 - Technical Quality of good/services proposed
 - Demonstration of ability of firm and product to perform
 - May include firm and/or product accreditations, awards, accolades, or similar
 - May include firm's financial strength
 - May include previous or pending lawsuits and/or mediation with other municipalities
 - Approach to Scope of Work should include a detailed plan of implementation and support, including a timeline
 - May include other obligations of vendor
 - May include commitment to project
 - And may include other similar factors
- **15 percent: Qualifications**
 - Experience doing similar work, especially for similar government bodies
 - Qualifications of firm and individual(s) assigned
 - And may include other similar factors
- **10 percent: Price/Value/Cost Efforts**
- **5 percent: Reference Projects**

- Previous contractual performance evaluation and municipality references
- Previous or pending lawsuits and/or mediation with other municipalities
- etc.

Selection of Proposers for formal presentations (if any), for contract negotiations, or for award will be based on an objective evaluation of the criteria listed above.

Tentative Timeline for RFP

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

- | | |
|--|--|
| ● Request for Proposals distributed | March 27, 2019 |
| ● Written Questions Submission Deadline | April 10, 2019, 4:00 p.m., e.s.t. |
| ● Sealed Proposals Due | April 25, 2019, 4:00 p.m., e.s.t. |
| ● Evaluation and Contract Award Period | May-June, 2019 |
| ● Contract Execution (if any) | June-July, 2019 |

PAYMENT OF SERVICES

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

City of Chattanooga
Attn: Accounts Payable Division
101 East 11th Street, Suite 101
Chattanooga, TN 37402
acctspayable@chattanooga.gov

With a copy to aboles@chattanooga.gov

- b. Contractor's Invoice must list a valid Email Address for billing questions and inquiries.
- c. Contractor's Invoice Date must minimally be the date that the Invoice is submitted to the City. The Invoice Date must not precede submission date, the Ship Date or Service Date.
- d. Invoice descriptions on transaction lines must match the Blanket Purchase Order transaction line items, and must reference the corresponding transaction line number. The Contractor shall not invoice the City for any item that does not correspond to a line on the Purchase Order.
- e. Invoices to the City shall reference the Purchase Order number.
- f. Invoices must be received by the City within two (2) weeks of the completed quoted work, with emphasis on earlier submission.
- g. Any Contractor invoice that is incomplete, inaccurate, or otherwise unable to be processed will not be considered valid or procedurally compliant.
- h. Revised Invoices - must be clearly marked "Revised", and must reference the Invoice Number that it is replacing.

CHECKLIST OF REQUIRED SUBMISSION MATERIALS:

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

1. **Sealed Envelope or Box** - exterior surface MUST be labelled with “RFP183079 Air Pollution Software Solution” and proposer name and address
2. **Complete Proposal Response Narrative** - must address Scope of Work and Proposal Response portions of this document.
3. **TABBED sections as follows:**
 - a. **TAB 1** Firm’s Cover Letter
 - b. **TAB 2** Any **exceptions** to the RFP and/or City of Chattanooga Standard Terms & Conditions
 - c. **TAB 3** Proposal
 - d. **TAB 4** Pricing/Proposal Cost Summary form
 - e. **TAB 5 Forms below**
4. **Completed, dated, and signed forms that MUST be present with submittal:**
 - a. Completed and signed RFP cover page (in addition to firm’s cover letter)
 - b. Proposer Qualification Data Form
 - c. Vendor Information
 - d. W-9
 - e. Experience Reference Form(s)
 - f. Iran Divestment Act Form
 - g. Affirmative Action Plan Form
 - h. No Contact/No Advocacy Affidavit (**MUST be notarized and stamped**)
 - i. Visual image acknowledgement form
 - j. Any and all signed Addenda cover pages from Addenda documents posted to www.chattanooga.gov, then Bids Solicitations, related to this solicitation item. These postings may occur up to 48 hours before the RFP due date/time. For addenda posted in the last ninety-six (96) hours before the due date/time, properly identified signed addenda cover pages to accompany proposals that have already been shipped will be accepted by e-mail to dmkeylon@chattanooga.gov.

Proposal Cost Summary Form

The undersigned, being familiar with the requirements of The City of Chattanooga and APCB Request for Proposal for an Air Pollution Software Solution, proposes to furnish products and services to The City in accordance with that request. The summary below reflects projected cost for The City for the proposed Air Pollution Software Solution and implementation. Supporting detail must be attached in the form of a catalog or a line item detail describing hourly rates, projected expenses, software and hardware expenses, annual support and maintenance, and discounts along with any other details that will lead to a clear understanding of the proposal.

Item	Cost (One-Time, Annually, or other)
Software Licensing/Subscriptions	
Consulting Services	
Technical Support Services	
Training Services	
Annual Maintenance and Support	
Product Cost	
Other Costs (Describe)	
Total All-Inclusive Cost to the APCB for Year 1, Year 2, and Year 3 individually - use separate page if necessary	

PROPOSER QUALIFICATION DATA

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

1. Company Name of proposer (Please list official name and any and all "doing business as" names, if any, associated with the company; also specify name on invoices):

2. Main office street address:

P.O. Box address if preferred for general mail:

Payment mailing address:

3. Phone: _____ Fax: _____

a. Email Address: _____

4. Proposers federal tax identification number: _____ (*Please attach Form W-9*)

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

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

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

8. Is your company registered with the Tennessee Secretary of State?

a. YES

b. NO - Please explain

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

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

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

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

b. NO

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

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

b. NO

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

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

b. NO

14. Bonding

a. Limit: \$ _____

b. Bonding Company: _____

c. Address: _____

d. Phone Number: _____

ONE OF THE FOLLOWING MUST BE MARKED (Must check one):

VENDOR TYPE:	DV - Disabled Vet	_____
	MN - Minority Owned Vender	_____
	MW - Minority Women	_____
	SB - Small Business Vendor	_____
	VE - Veteran	_____
	WB - Woman Owned Business	_____
	NONE OF THE ABOVE	_____

Vendor Information

Prospective vendors should provide the following information pertaining to their organization and this project:

- Size of the organization
- Public financial records from the past two years
- Client list including those using products recommended by the prospective vendor
- Number of years in business providing similar services
- Number of service and support personnel in the organization
- Frequency of software updates (if applicable)
- A reference list including clients who have used the vendor's services
- A list of all government clients who have used the vendor's services
- A plan on what the average upgrade and implementation of Air Pollution Software would take
- A project start date commitment
- A resource availability date commitment
- Complete references for the prospective vendor's Project Manager for this project
- A required roles list for initial implementation and for future sustainability
- A sample project plan
- Detailed information on prospective vendor's "discovery" methodology

Experience Reference Form

Bidder/Offeror: _____

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

Reference

Name of Project:

Location: _____

Service Date Range:

Firm Name for Contact Person: _____

Name of Contact Person: _____

Telephone Number for Contact Person: _____

Email Address (required): _____

Reference

Name of Project:

Location: _____

Service Date Range:

Firm Name for Contact Person:

Name of Contact Person:

Telephone Number for Contact Person:

Email Address (required): _____

Affirmative Action Plan

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. During the term of this contract the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer."
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.

- c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities
 - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.
5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

(Signature of Contractor)

(Title and Name of Company)

(Date)

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

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

(SIGNED) _____

(PRINTED NAME) _____

(BUSINESS NAME) _____

(DATE) _____

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

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

No Contact/No Advocacy Affidavit
City of Chattanooga, Purchasing Division

State of _____
County of _____

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

(1) He/She is the owner, partner, officer, representative, or agent of _____ (business name), the Submitter of the attached sealed solicitation response to Solicitation # **RFP_183079_** **Air Pollution Software Solution**;

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

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

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

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

Submitter Signature: _____

Printed Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2_____.

Notary Public: _____

My commission expires: _____

City of Chattanooga
Visual Image Acknowledgement Form

City of Chattanooga
Purchasing Division

_____ (Submitting Vendor Agent name),
states that:

(1) He/She is the owner, partner, officer, representative, or agent of _____

_____ (Vendor Business name), the
Submitter of the response to **Solicitation #_RFP_183079_ Air Pollution Software
Solution_**. Said Business further acknowledges and agrees that it will abide by the
following legislative provision(s) to protect the City of Chattanooga from any
infringement of the name and any visual images of the City except as authorized by the
Mayor of the City pursuant to Tennessee law, and will provide any requested data,
material or documentation to the City, as set forth in:

**Tennessee Code Annotated §6-54-137. Protection from infringement of name of
municipality and any visual images adopted by municipality.**

Vendor is responsible for maintaining current access to any applicable Federal, State or Local legislation
revision that is related to the provision of a good or service - internet access to said legislation material is
free to the Public. Any business entity and/or individual that does not comply may be subject to the
rejection or disqualification of its solicitation response from consideration, contract termination, or to any
related civil or criminal penalties.

Signature - Vendor Agent:

Printed Name:

Title: _____

Date: _____