

Request for Qualifications

Professional Services For

Arbitrage Rebate Computation and

Opinion Services

City of Chattanooga, Tennessee

August 2020



Section 1

Introduction

REQUEST FOR QUALIFICATIONS

PROFESSIONAL SERVICES FOR ARBITRAGE REBATE COMPUTATION AND OPINION SERVICES

CITY OF CHATTANOOGA, TENNESSEE

1.0 INTRODUCTION

The City of Chattanooga issues tax exempt debt which is subject to the arbitrage provisions of the Tax Reform Act of 1986, as amended. The Consultant shall establish a program to ensure the City is in compliance with all arbitrage rebate requirements contained in the Internal Revenue Code and related Treasury Regulations. The City requires professional services for calculating the yields on its debt, amounts of rebate and amounts of spend-down penalty, and legally opining on such computations as well as any related requirements related to post issuance compliance.

A Schedule of Outstanding Debt Subject to Arbitrage Rebate or Spend-Down Penalty is provided in Exhibit 2.

1.1 PURPOSE OF RFQ

The City invites the submission of qualifications for professional services to provide Arbitrage Rebate Computation and Opinion Services for the City of Chattanooga, Tennessee. The City is using this Request for Qualifications (RFQ) as the mechanism for soliciting Qualifications Packages (QPs) from interested consultants.

1.2 SCOPE OF SERVICES

The selected respondent (hereinafter "Consultant") shall perform all services set forth in the Scope of Services provided in Exhibit 1.

Consultant will be fully responsible for all services listed in the Exhibit. Consultant will perform annual required calculations of arbitrage yield, arbitrage liability and yield restriction on all City bond issues where applicable. The Consultant will also prepare a computation to determine the required rebate, if any, to the United States, of amounts earned in excess of what is allowed for the Bonds under Section 148(f)(2) of the Internal Revenue Code of 1986, as amended. The rebate amount is the excess of the amount earned on all non-purpose investments purchased with gross proceeds of the Bonds over the amount that would have been earned if such investments were invested at the yield on the issue.

The scope of work will also include the preparation of a report for each bond issue containing detailed schedules supporting the computation of the rebate amount, if any, computed in accordance with the Code and related regulations. If a remittance is due, a completed Internal Revenue Service 8038-T Form and filing instructions will be provided.

The structure and complexity of certain bond issues may require or benefit from additional services for which additional fees will be charged. Examples of these additional services are: (1) allocations required for bond proceeds invested in commingled funds, (2) the application of the universal cap rules, (3) transferred proceeds calculations due to advance refunding transactions,

(4) yield restriction analysis, (5) variable rate yield computations, (6) hedge analysis (7) spending exceptions and (8) the calculation of any late filing amount.

No reports, information or data given to or prepared by the firm under the contract shall be made available to any individual or organization by the firm without the prior written approval of the City. It is the City's intent that the City may provide the results of the firm's efforts under the contract to the Internal Revenue Service, the City's auditors and others doing business with the City for debt issuance purposes. All results of the firm's efforts under the contract will become property of the City and therefore subject to public records laws of the State of Tennessee.

Section 2
Qualifications Package Instructions

2.0 QUALIFICATIONS PACKAGE INSTRUCTIONS

2.1 GENERAL

Five (5) bound copies, one (1) unbound original copy, and a flash drive in Word or PDF format of the QP shall be submitted. The QP should be limited to the requested content.

The original and copies of the QP shall be indexed with tabs for each section.

All QPs shall be submitted in a fully sealed (secured in a manner which does not allow for examination of the contents) envelope or box marked "Arbitrage Rebate Computation and Opinion Services".

All QPs shall be submitted no later than 4:00 p.m. EDT, September 30, 2020 to the attention of:

City of Chattanooga
Debbie Talley
Purchasing Division
101 East 11th Street, G13
Chattanooga, TN 37402
Phone: (423) 643-7230
FAX: (423) 643-7244
Email: dtalley@chattanooga.gov

Submission date and time shall be determined by time-stamped receipt. Postmarks will not be accepted in lieu of actual receipt.

Submissions that are not in compliance with stated requirements will be considered non-responsive and will not be accepted.

2.2 QP WITHDRAWAL PROCEDURE

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

2.3 RESERVATION OF CITY RIGHTS

- A. The City reserves the right to request clarification of submitted information and to request additional information of one (1) or more QPs.
- B. The City reserves the right to negotiate an Agreement/Contract for Arbitrage Rebate Computation and Opinion Services 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 QP submitter.

- C. The City reserves the right, after opening the QPs or at any other point during the selection process, to reject any or all QPs, modify or postpone the proposed project, evaluate any alternatives offered or accept the QP 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 fails to commence the work described herein upon giving the Consultant a fifteen (15) day written Notice of Award.

2.4 ADDITIONAL REQUESTS FOR INFORMATION

Any additional requests for information must be directed in writing to Debbie Talley by 12:00 p.m. EDT, on September 9, 2020. Verbal questions will not be answered. Questions should reference the section of the RFQ to which the question pertains and list all contact information for the person submitting the questions. The requests received will be addressed to the fullest extent possible by the City, in writing, and sent to each responder to the RFQ by the end of the day on September 16, 2020. After that time, no further requests will be received or responded to.

Requests for information or clarification shall be sent to:

City of Chattanooga
Debbie Talley
Purchasing Division
101 East 11th Street, G13
Chattanooga, TN 37402
Phone: (423) 643-7230
FAX: (423) 643-7244
dtalley@chattanooga.gov

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

2.5 AFFIRMATIVE ACTION PLAN

The City is an equal opportunity employer. During the performance of this Contract, the Consultant agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Consultant will take affirmative action to ensure the 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, demotions or transfer, recruit or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- C. The Consultant 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's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

During the term of this Contract, the Consultant 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's compliance with the equal opportunity provisions.

2.6 DIVERSE BUSINESS ENTERPRISES

The City of Chattanooga maintains a database of certified Diverse Business Enterprise (DBE) vendors. To be established as DBE, a vendor must be certified under the authority of an entity recognized by the City. The listing of acceptable certifications is posted on the Purchasing Division's website: <http://www.chattanooga.gov/purchasing/general-info>

2.7 VENDOR REGISTRATION

As part of doing business with the City of Chattanooga, each individual, company or organization is required to register with the City of Chattanooga, which may be accomplished by visiting the following website:

<https://vrapp.vendorregistry.com/Vendor/Register/Index/chattanooga-tn-vendor-registration>

Section 3
Qualifications Package Contents

3.0 QUALIFICATIONS PACKAGE CONTENTS

Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's approach and ability to meet the requirements of the RFQ. Emphasis should be placed on completeness and clarity of content.

3.1 GENERAL INFORMATION

The QP shall provide the following general information:

- A. **Description of Firm.** Describe your firm's legal structure, length of time in business, number of employees, and other information that would help to characterize the firm. Provide the address of the main office that will be responsible for managing any work performed by the Consultant for the City.
- B. **Firm History.** Provide the history, ownership, organization, and background of the Consultant. If the Consultant is a joint venture, the required information must be submitted for each member of the joint venture firm. Include the following:
 - 1. Names of partners, and company officers who own 10 percent or more of the shares.
 - 2. If the Consultant or joint venture is 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 RFQ, the reasons for this action must be fully disclosed.
- C. **Principal Contact.** Provide the name, address, principal place of business, telephone and facsimile numbers, and email address of the Consultant and principal contact.
- D. **Subcontracted Work.** Firms submitting proposals may subcontract portions of the engagement. If this is to be done, the name of the proposed subcontracting firms must be clearly identified in the QP. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the Buyer and City Finance Officer of Chattanooga, Tennessee.
- E. **Contractual Relationships.** Describe the proposed contractual relationships between the Consultant and all major partners and subcontractors relative to this project.
- F. **Project Team Members.** Describe the history of the relationships among the project team members, including a description of past working relationships.
- G. **Legal Matters.** Provide information as to whether the firm is currently under investigation or has ever been censured or warned within the prior five (5) years concerning possible violations of Security and Exchange Commission rules or regulations. Specify the nature of the alleged violations and corrective measures undertaken and penalties assessed, if any. This includes any former name or incorporation of the firm or parent organization.

- H. **Conflicts of Interest.** Provide a written disclosure of any potential or questionable conflict of interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder.

Consultant shall promptly notify the City, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the judgment or quality of services being provided by Consultant hereunder. Such written notification shall identify the prospective business association, interest or circumstance, identify the nature of work that Consultant might undertake pursuant to the association, interest or circumstance, and request an opinion of the City as to whether the association, interest, or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by Consultant. No work will be performed until the City notifies Consultant of its opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by Consultant, the City shall so state in the notification and Consultant may, at its option, thereafter enter into said association, interest or circumstance, and it shall be deemed not in conflict of interest with respect to services provided to the City by Consultant under the terms of the contract.

The Consultant will not be permitted to underwrite debt of the City for issues which the firm agrees to perform services under this RFQ.

3.2 QUALIFICATIONS, EXPERIENCE AND REFERENCES

- A. **Experience with Governments.** Provide a detailed description and history of the firm relative to arbitrage rebate calculations and experience with governments similar to the City of Chattanooga, Tennessee. In addition, discuss any related issues and constraints of the arbitrage laws and regulations.
- B. **Project Personnel.** Provide resumes of all personnel to be assigned to this project.
- C. **Legal Expertise.** Describe the legal expertise available within and/or available to your firm with regard to the arbitrage provisions of Section 148 of the IRS Code. Describe the assurance your firm can provide to ensure that work performed is consistent with current federal tax and other applicable laws.
- D. **Government References.** Provide references from at least five (5) government jurisdictions to which the firm has provided arbitrage services similar to those outlined in this RFQ. Include names, addresses, phone numbers and date of contract. A contact person shall be someone who has personal knowledge of the proposer's performance for this requirement. The contact person must have been informed that they are being used as a reference and that the City may be calling them. Please do not list persons who will be unable to answer specific questions regarding this requirement.

3.3 PROJECT APPROACH

Describe the steps your firm would take to assume and carry out the responsibilities as the City's arbitrage Consultant. The response should include, but not be limited to:

- A. The firm's approach for calculating the City's variable rate bond issue rebate liabilities.

- B. How the firm would ensure the City complies with the bona fide debt service fund spend down requirements.
- C. The firm's policy regarding reliance upon the prior consultant's calculations performed prior to the contract.
- D. The extent of coordination with financial advisors and bond counsel, if any.
- E. The firm's approval process for finalizing arbitrage reports.
- F. The maintenance of an ongoing calendar of City arbitrage rebate payment dates and deadlines.
- G. How the firm will assist in ensuring the City complies with post issuance compliance regulations.
- H. Provide a brief description of the firm's approach to issue calculations.
- I. Provide a detailed description of the information and assistance you will require from City staff. Include needs for bond issuance and investment information, and any special reporting formats that may be required.
- J. Describe the format that you require for data submission from the City to perform calculations. Describe in detail the information and assistance you will require from the City in completing the arbitrage calculations. Indicate whether additional information or reports will be required.
- K. Provide an actual report of calculations that you have performed for services similar to those requested in this RFQ.
- L. Describe how tax opinions will be accomplished, i.e. in-house or sub-contractor.
- M. Provide proof of commercial general liability insurance coverage and proof of professional liability insurance for any licensed professionals performing services for City as an employee of Consultant or in a sub-contract relationship to Consultant each with minimum limits of One Million Dollars per occurrence.

3.4 PROVIDING SERVICES

A. Services

The City will negotiate with the selected firm to establish a fair and reasonable fee. If an agreement cannot be reached with the selected firm, negotiations will be attempted with other firms in order of their selection.

B. As Needed Services

Consultant may be called upon to provide services on an "as-needed" basis as required by the City Finance Officer at any and all times prior to the termination date set forth, unless this contract is earlier terminated.

Consultant will accept additional assignments if requested under the contract via written authorization from the City Finance Officer or other authorized representative. Should Consultant receive verbal instructions to perform any task under the contract, these instructions should be confirmed in writing via facsimile, e-mail or other electronic means. Such authorization will contain at a minimum a statement of work and a completion date for said assignment.

3.5 TERMS AND CONDITIONS

Terms and conditions shall be those addressed in the City Standard Terms and Conditions unless otherwise listed below. <http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

- A. The Consultant 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 Consultant. Documents shall be maintained by the Consultant necessary to clearly reflect all work and actions taken. The Consultant shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice. All records, documents and information collected and/or maintained by others during the course of administration of the agreement shall be made accessible to the City for purposes of inspection, reproduction and audit without restriction.
- B. The obligations of this Section shall be explicitly included in any subcontracts or Agreements formed between the Consultant and any subcontractors or suppliers of goods or services to the extent that those Subcontracts or Agreements relate to fulfillment of the Consultant's obligations to the City.
- C. Costs of any audits conducted under the authority of this Section and not addressed elsewhere will be borne by the City unless the audit identifies significant findings that would benefit the City. The Consultant shall reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.
- D. 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.
- E. Requirements in this RFQ become part of the contract unless the proposer specifically defines any variances in its proposal. If accepted, the variance becomes part of the contract. The City reserves the right to modify the requirements of the RFP by Addendum.

3.6 LENGTH OF CONTRACT

The initial contract term shall commence upon approval by the City and shall be for a three-year period. The City may re-bid the contract after the initial one-year period if in the best interest of the City. However, the City reserves the right to extend the contract for two (2), additional (1) one-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. In the event services are scheduled to end because of the expiration of the contract, the Consultant shall continue the service upon the request of the Purchasing Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Consultant shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

Section 4

Review and Evaluation

4.0 REVIEW AND EVALUATION

4.1 REVIEW COMMITTEE

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

4.2 FORMAL PRESENTATIONS

After reviewing each QP 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 QPs so merits, or not to prepare a short list and require formal presentations.

4.3 SELECTION CRITERIA

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

- A. History and Capability to Perform Project
- B. Relevant Government Experience
- C. Qualifications of Project Team
- D. Familiarity with Subject Area and Project Scope
- E. Project Approach

4.4 SELECTION OF FINALIST

After the review of the QPs by the Review Committee and possibly formal presentations, the City may, at its sole option, elect to reject all QPs or elect to pursue the project further. The City will select the highest ranked finalist to negotiate an Agreement.

EXHIBIT 1
SCOPE OF SERVICES

EXHIBIT 1 SCOPE OF SERVICES

A. Normal Duties

The selected firm will be expected to perform all of the normal duties associated with providing arbitrage consulting and compliance services, including but not limited to:

1. Assess all outstanding bond issues to determine the existing level of arbitrage compliance and future compliance needs.
2. Perform all required calculations including a calculation of arbitrage yield, arbitrage liability and yield restriction requirements not less than every 5th year and final filing date for each issue of outstanding obligations listed on Attachment. The City reserves the right to request an interim calculation for any issue depending on market conditions.
3. Create and maintain records necessary to determine arbitrage liability, if any, on outstanding obligations of the City.
4. Review reports of investment and expenditure of bond proceeds, within the meaning of Section 148, as necessary to ensure compliance with Section 148.
5. Assist the City in preparing or causing to be prepared any schedules, reports, or records necessary to perform or support a calculation of arbitrage liability.
6. Provide the City a report of the calculations (including supporting documentation) of arbitrage liability within 60 days after the end of each City's fiscal year (The City's fiscal year-end is June 30).
7. Prepare transmittals and forms necessary to report and pay arbitrage liability on time.
8. Maintain past reports for future reference.
9. Advise City on changes in related federal or state regulations as they occur so the City may react in a timely fashion to the changes.
10. Assist the City in providing information and guidance to the City's client agencies as may be necessary from time to time to improve record-keeping and monitoring required for compliance with Section 148.
11. Provide advice and recommendations as the City may request concerning unique or extraordinary compliance issues that may arise from time to time.
12. Review opportunities and recommend options to minimize existing liabilities or increase retainable earnings.
13. The firm must agree to cooperate with the Internal Revenue Service, the City's auditors and others doing business with the City by providing requested reasonable information without additional fees.

14. Assist and provide City with all related arbitrage requirements for post issuance compliance.

B. City Responsibilities

The City will furnish the firm with the appropriate documentation and reports necessary to perform the required services. It is initially expected that this information will consist of the official statements, tax certificates and reports detailing the investment activities of each fund. Also, all rebate and spend-down calculations performed and legal opinions related to rebate rendered prior to inception of the contract will be provided as needed. All such information, reports and records, however, will remain the sole property of the City. The firm will return all records in its possession to the City immediately after the services are performed or upon contract expiration or termination.

C. Reports and Audits

Consultant shall submit status reports to the City Finance Officer on an annual basis, summarizing accomplishments and any problems or concerns regarding the engagement. Each status report is due on the last business day of the month of July.

Exhibit 2
Schedule of Outstanding Debt Subject
to Arbitrage Rebate or Spend-Down
Penalty

**EXHIBIT 2
SCHEDULE OF OUTSTANDING DEBT SUBJECT TO ARBITRAGE REBATE OR SPEND-
DOWN PENALTY**

<u>Par Amount</u>	<u>Issue Name</u>	<u>Issue Delivery Date</u>	<u>Last Calculation Date</u>	<u>Next Calculation Date</u>
\$ 45,415,000	2009A GO Public Improvement Bonds	1/15/2009	1/15/2019	11/1/2020
\$ 6,840,000	2010C Recovery Zone Facility Bonds	3/5/2010	3/5/2020	3/5/2025
\$ 26,495,000	2011A General Obligation Bonds	10/13/2011	10/1/2016	10/13/2021
\$ 17,545,000	2011B General Obligation Refunding Bonds	10/13/2011	10/1/2016	10/13/2021
\$ 32,020,000	2013 General Improvement Bond	1/8/2014	1/8/2019	1/8/2024
\$ 25,925,000	2014 Municipal Public Improvement Refunding	7/8/2014	7/8/2019	7/8/2024
\$ 36,345,000	2015A GO Bonds	11/10/2015	N/A	11/10/2020
\$ 18,955,000	2015B Refunding GO Bonds	11/10/2015	N/A	11/10/2020
\$ 8,200,000	2017A GO Bonds	1/25/2017	N/A	1/10/2022
\$ 15,410,000	2017B GO Refunding Bonds	1/25/2017	N/A	1/10/2022
\$ 32,235,000	2018A Lease Rental Revenue Refunding	10/1/2018	N/A	10/1/2023
\$ 28,200,000	2018C Lease Rental Revenue Refunding	10/1/2018	N/A	10/1/2023
\$ 23,785,000	2019A General Obligation Bonds	10/24/2019	N/A	10/24/2024
\$ 18,860,000	2019B General Obligation Bonds	10/24/2019	N/A	10/24/2024

**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 _____
(Name of Principal Office) for (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: _____