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**REQUEST FOR PROPOSALS (RFP)**

**SOLICITATION NO. O-921-00**

**LAWN AND GROUNDS MAINTENANCE AUTHORITY-WIDE**



**CHATTANOOGA HOUSING AUTHORITY**

**CHATTANOOGA, TN**

Request for Proposals Issued on November 18, 2021

# Presubmission Conference at 4:00 P.M. EST on November 30, 2021

## Proposals Due by 4:00 P.M. EST on December 20, 2021

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**INTRODUCTION**

The Chattanooga Housing Authority (CHA or HA) is a public entity that was formed in 1938 to provide federally subsidized housing and housing assistance to low-income families within the Chattanooga area. The HA has a staff of 140 people who are responsible for the administration of the Low-Income Public Housing Program (LIPH) and the Housing Choice Voucher Program (HCVP). The HA is governed by a seven-member Board of Commissioners, all of whom are appointed by the Mayor of Chattanooga, TN. The Board is responsible for the creation and oversight of policies for the HA. The HA is subject to the requirements of Title 2 of the Code of Federal Regulations (CFR), §200.317-200.326, and the HA’s Procurement Policy.

It is a large housing authority with a portfolio consisting of 14 LIPH communities with a total of 2,732 units scattered through the City of Chattanooga. The HA also administers a total of 3,860 vouchers under the HCVP within Hamilton County.

In keeping with its mandate to provide efficient and effective services, CHA is now soliciting proposals from qualified licensed, bonded, and insured entities to provide Lawn and Grounds Maintenance Services at CHA housing developments and offices as are or may become necessary. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments and addenda in their entirety.

**RFP INFORMATION AT A GLANCE**

|  |  |
| --- | --- |
| HA CONTACT PERSON – Purchasing Agent (PA) | Debbie Chadwick, Phone/Fax: 423-752-4192, [dchadwick@chahousing.org](mailto:dchadwick@chahousing.org) |
| HOW TO OBTAIN THE RFP: Go to<https://chahousing.bonfirehub.com>/portalOfferor is responsible for downloading/reviewing all referenced documents in the RFP (certifications, instructions, mandatory clauses, etc.) | Watch tutorial, sign up as a Vendor, download Public Files, and follow any other directions given. ***OR,*** At CHA Website:   1. Access [www.chahousing.org](http://www.chahousing.org). 2. Click on “Doing Business with CHA” at the top. Referenced RFP documents may also be found on this page (Non-Construction Contracts, including Mandatory Documents, Forms, Section 3 Information, & Iran Divestment Act). 3. Click on the correct solicitation under “RFP/Bids.” |
| PRESUBMISSION CONFERENCE | 4:00 PM, Tuesday, November 30, 2021, 801 N Holtzclaw Ave, Chattanooga, TN 37404 |
| DEADLINE FOR QUESTIONS | Questions should be submitted in writing by 5:00 PM EST on December 7, 2021 utilizing the Bonfire Opportunity Q&A; addenda to the RFP will be issued as necessary. |
| HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL | As instructed within Section 4.0 of the RFP, submission of 1 complete ***Electronic*** proposal in pdf/A (Archival) format **(except Fixed Fee Schedule shall be submitted as a separate document)** on Bonfire website at <https://chahousing.bonfirehub.com>/portal is mandatory. ***Log on to register as soon as possible. Submit your complete proposal through their website per directions*.** Documents may be deleted, revised, and reposted at any time before the final deadline. Original signature hard copy will be required from the awardee(s) only. |
| PROPOSAL SUBMITTAL DEADLINE | **Thursday, December 20, 2017, 4:00 PM EST**  Per Procurement Department: The complete proposal and Fixed Fee Schedule must be posted on Bonfire website given above no later than 4:00 pm on this date. |
| BOARD APPROVAL | January 25, 2022 |
| ANTICIPATED COMMENCEMENT OF WORK | Goal is **February 1, 2022**. |

**1.0 HA’S RESERVATION OF RIGHTS:**

1.1 The HA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the HA to be in its best interests.

1.2 The HA reserves the right to request oral information or additional written documentation to supplement any or all written proposals.

1.3 The HA reserves the right to require proposer to submit financial statements.

1.4 The HA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

1.5 The HA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

1.6 The HA will reject the proposal of any Offeror who is debarred by the U.S. Department of Housing and Urban Development (HUD) from providing services to public housing authorities and reserves the right to reject the proposal of any Offeror who has previously failed to perform any contract properly for any purchaser or to complete on time contracts of a similar nature, who is not in the position to perform the contract, or who has neglected the payment of bills or other-wise disregarded its obligations to clients, purchasers, subcontractors, materialmen, or employees.

1.7 The HA shall reserve the right to, at any time during the RFP or contract process, prohibit any further participation by a Proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

1.8 The HA reserves the right to negotiate the fees proposed.

1.9 The HA reserves the right to retain all proposals submitted and not permit withdrawal for a period of sixty (60) days subsequent to the deadline for receiving proposals without the written consent of the HA Contracting Officer (CO).

1.10 The HA intends to award one or more contracts to the responsible respondent(s) submitting the proposal(s) which is/are most advantageous to the HA based on compliance with this RFP and Addenda. However, the HA reserves the right to make multiple awards based on any logical separation that results in the best value to CHA, a partial award, or no award. Awards will be made by individual sites.

1.11 The HA reserves the right to determine the days, hours and locations that the successful Proposer(s) shall provide the services called for in this RFP.

1.12 The HA reserves the right to terminate any contract awarded pursuant to this RFP for its convenience at any time upon written notice. Such termination may be for the full contract or only for a particular site or sites.

1.13 The HA’s rights under this contract may, at the HA’s sole discretion, be assigned per site to another entity such as a subsidiary of the HA or a management partner of the HA.

1.14 **The HA reserves the right, at the HA’s sole discretion, to negotiate a contract with another Offeror responding to this RFP if, at any point, services of the initial awardee are deemed unacceptable and the contract is terminated or not renewed at any particular site. The HA has the option to go to the Contractor who is working for the HA as a result of this solicitation with the next highest evaluation score (and so on) for that site to negotiate adding that site to their contract. If agreement cannot be reached with a Contractor who has been awarded a contract from this solicitation, the HA may go to the next lowest rated Contractor (and so on) who was not awarded a contract to negotiate award of that site to such Contractor.**

1.15 The HA desires the right to allow other housing authorities or governmental entities to utilize this contract and all terms and conditions, and pricing at the time of initial utilization by other entity. In common terms, this allows them to “piggyback” on this contract.

1.16 **Availability of Funds:** In the event funds necessary to finance the purchase of the services are not available, the Authority may, upon no less than twenty‑four (24) hours, give notice in writing to the firm. Said notice shall be delivered by certified mail, return receipt requested. The HA shall be the final authority as to the determination of the availability of funds.

1. **SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S):**

The HA is seeking proposals from qualified and licensed entities to provide grass cutting, edging, and other landscaping services as outlined in the RFP for all HA public housing sites, offices, and other properties. The intent of this RFP is to define the general specifications for the services required by the HA and to set guidelines for selection. This section addresses the service requirements which are to be provided for the grounds maintenance at each site or HA property which may be awarded per the pricing provided on the Fixed Fee Schedule (Attachment B). The HA urges all interested contractors to carefully review the requirements and specifications of this RFP. Written proposals containing the requested information will serve as the primary basis for final selection. Any Offeror that is a small or disadvantaged business concern should state so on the appropriate forms. Proposals from small and minority business enterprises are encouraged. Also see Section 3 Information and Forms on CHA website.

The U.S. Department of Housing and Urban Development (HUD) General Conditions for Non‑Construction Contracts (Form No. HUD-5370-C, Sections I and II, as appropriate), HUD Table 5.1, and HUD’s Instructions to Offerors, Non-Construction (Form HUD-5369-B) are hereby incorporated into this solicitation by reference and into all contracts resulting from this solicitation.

Site visits may be scheduled and taken before or after the Presubmission Conference or by checking in at the site office and walking the grounds yourself. **It is strongly recommended that you schedule a site visit with each site’s management before submitting your proposal.** A list of all CHA properties that are pertinent to this solicitation is included as Attachment H. Site management should be contacted before going to the site to schedule an approximate time to visit the site and upon arrival at the site. Site maps are also included at the end of the RFP (may be as a separate Attachment K).

2.1 **General Requirements:**

2.1.1 The Contractor shall furnish all labor, supervision, equipment, permits, transportation, and materials necessary to provide lawn and grounds maintenance services in accordance with the requirements specified herein. The operations to be performed shall include cutting grass, edging, collection and disposal of litter and debris, leaf removal, raking, pruning, weeding, and other miscellaneous services as described herein necessary to provide grounds maintenance. Mulching and lawn overseeding or treatment will be priced as alternates which may or may not be incorporated into the contract(s) or may be done at some sites but not others. These operations shall be performed at HA development sites, offices, and other properties in accordance with the Estimated Schedule of Work provided in this document for most properties, with a separate schedule for Emma Wheeler Homes (See Attachment G for both).

2.1.2 In addition to cutting and trimming and leaf removal, the plant beds should be weeded and the small ornamental trees and shrubs should be pruned. **All fencelines, ditches, drainage or watershed areas, and sidewalks are to be kept free of unwanted vegetation including roots, limbs, leaves, volunteer vegetation, etc.** More specific guidelines are given below.

2.1.3 The properties to be addressed are listed on the Fixed Fee Schedule and also in Attachment H. Site maps are provided to give an estimate of the scope of activity that is required (Attachment K).

2.2 **Grass Cutting:**

2.2.1 **All grassed areas shall be cut to a uniform height of 2½ inches at the frequencies specified on the Estimated Schedules of Work (Attachment G).** If any bare grounds within the limits of an area become vegetated with grass, weeds, or other similar growth through spread, i.e., not artificially planted, it shall be maintained as part of the basic contract. **Prior to cutting, the Contractor shall collect from all grassed areas, plant and shrub beds, wooded areas, sidewalks, streets, and curbs any trash, paper or other debris that would detract from the finished appearance of the cut or present a safety hazard.** Such debris includes but is not limited to paper, cans, bottles, limbs, rocks, and other such objects within the maintenance area and shall include trash, paper, dead leaves, grass clippings, and other debris lodged in shrubs, hedges, fences, along foundations and other walls. The site staff is not to be considered relieved of their normal trash pickup duties on the day(s) the Contractor is scheduled to do work at the site and should make every effort to do their trash pickup before the Contractor arrives. ***All debris and litter shall be disposed of off of HA property the same day as collected.***

2.2.2 Grass cutting is to be accomplished free of scalping, rutting, bruising, and uneven and rough cutting. Cutting equipment shall have cutting edges which produce a neat, clean, even cut. Use of cutting equipment which is out of adjustment, thereby causing streaks or irregularities, uneven cutting, plowing or grouping of the soil, shall not be permitted. Ground speeds and mower speeds shall be synchronized to ensure effective cutting action. After cutting, grass shall have a uniform height.

2.2.3 Grass cutting is to be accomplished with mowers and grooming mower decks only. All mowers must be equipped with mulching kit. ***Care shall be taken so as to not damage any termite bait stations, sprinkler heads, etc. which may be in place.*** Use of a “bush-hog” is permitted only with written authorization by the HA.

2.2.4 Grass clippings shall not be winnowed or allowed to be deposited in piles or clumps. Grass clippings shall be uniformly distributed over the mowed area. Grass areas close or adjacent to building, hydrants, parking lots, manholes, fences, trees, hedges, and shrubs are included in mowing requirements and may require hand mowing or use of a weed-eater. *Trimming around HVAC units should not be done with a weed-eater*, but must be hand done or by spraying of a herbicide (see below).

2.2.5 Trimming shall be performed for each of the following areas:

2.2.5.1 Around all buildings and HVAC units

2.2.5.2 Around all sidewalks and porches

2.2.5.3 Around all clothesline poles

2.2.5.4 ***Along all fences [for five (5) feet on both sides]***

2.2.5.5 Around all garbage can holders

2.2.5.6 Around all power poles

2.2.5.7 Around all shrubbery

2.2.5.8 Around all trees

2.2.5.9 Around all ditches and drainage or water shed areas

2.2.6. Trimming around trees, shrubs, flower/shrub beds, cultivated areas, poles, walls, valves, termite bait stations, and other similar objects shall be accomplished to match the height and appearance of the surrounding mowed grass. Trimming may be accomplished by hand clipping or by use of “weed-eater” type equipment. Herbicide treatment is not permitted except by a licensed workman and generally only for fencelines, crack/curb weeds, or around HVAC units. Trimming operations shall be considered a part of grass cutting and shall be accomplished (**same day**) with grass cutting operations. ***Grass cutting will not be considered complete until all trimming operations are accomplished.*** Grass clippings and trimmings shall be removed from sidewalks and other paved areas the **same day** the grass is cut.

2.2.7 Cuts shall be, weather permitting, spaced out at equal intervals. A schedule showing approximate dates/intervals for tasks is provided in Attachment G, with a separate schedule for Emma Wheeler Homes. Dates may differ, but frequency should generally follow the schedules. Efforts shall be made to stay as close to the schedule as weather permits. If rain occurs, the Contractor is required to return immediately on the next clear day and complete the work at that specific site before continuing with other work.

2.2.8 At Emma Wheeler Homes there is a place where a fence has been removed behind Woodland View Circle, Hooker Road, all the way around to 51st Street (entire south side). Mowing should be performed all the way back to the edge of the property/woods.

2.2.9 Contractor shall communicate with management of each site regarding trimming requirements.

2.2.10 Trimming operations shall not damage trees and shrubs. Grassed areas, trees, or shrubs which are killed or damaged as a result of Contractor’s work shall be repaired or replaced by the Contractor at no cost to the HA.

2.2.11 *Immediately after completion of each service, all curbs, sidewalks, patios and parking areas are to be blown free of all clippings and debris.*

2.3 **Edging:**

2.3.1 All sidewalks, driveways, street edges, curbs, other paved areas and shrubbery areas shall be edged in accordance with frequencies specified herein. Contractor shall edge all designated sidewalks and curbs at those sites as identified on the site maps. Edging shall create a ½-inch wide and 1-inch deep clear zone immediately adjacent to the paved/concrete surface. ***All edging shall be by mechanical means and are not to be accomplished by use of a “weed-eater.”*** The edging operation shall include removal of grass and other vegetation which has encroached onto street and other paved surfaces from adjoining grassed areas. All sidewalks and curb seams will be kept free from weeds and grass. Ground covers will be edged and pruned as needed to contain them within their borders.

2.3.2 Where driveway or street pavement edge is not discernible due to grass encroachment, a straight and even line at the approximate edge of the pavement shall be established and maintained. The edging operations shall produce neat, clean lines along the sides of sidewalks and other areas edged, and shall be accomplished free of scalping, rutting, bruising, uneven, and rough cutting.

2.3.3 **The use of herbicides shall not be allowed for the purpose of eliminating or reducing normal mechanical edging along straight paved edges (sidewalks, etc.). Debris generated by edging operations which falls on or is thrown on sidewalks, on curbs, in gutters, in streets, or is thrown on nearby sod, thereby causing an unsightly appearance, shall be removed from the site the day of the edging operations and disposed of off the HA property.**

2.3.4 **All vegetation growing in the following areas shall be removed during the edging operation:**

How are these all different? Should we add parking lots and ditches?

2.3.4.1 **Sidewalk and driveway expansion joints and cracks**

2.3.4.2 **Street/driveway curbing expansion joints**

2.3.4.3 **Cracks between curbing and street/driveway pavement**

2.3.4.4 **Cracks in sidewalks or pavement**

2.3.4.5 **Note: For continued maintenance of vegetation growing in cracks and expansion joints, herbicide treatment may be utilized by licensed entities to reduce the amount of mechanical work.**

2.3.5 Spraying of herbicides is not for pre-emergency spraying; it is to stop any growth at all at these areas. Weed-eaters would not sufficiently remove crack weeds.

2.3.6 Immediately after completion of each service, all curbs, sidewalks, patios and parking areas are to be blown free of all clippings and debris.

2.4 **Maintaining Beds/Mulching (See site maps for number and location):**

2.4.1 All plant beds shall be routinely maintained weed-free by hand or through the use of chemicals (in accordance with licensing and safety requirements) or other means. Beds shall be cleared of trash. **This task shall be done on the same schedule as the edging, as a minimum, *but more often as necessary*.**

2.4.2 Plant beds or other designated areas, such as playgrounds or around some trees, ***may*** be mulched once per year, in March. This task will be priced as an alternate task and may or may not be incorporated into the contract(s) (or may be for some sites, but not others).

2.4.3 Some sites may use “City” (single ground) mulch around trees, for large areas such as playgrounds, or in some flower beds. However, where appearance is more important, they may want double ground. Some sites may want the shredded hardwood mulch, but most likely none will want the more expensive cypress. Contractor should verify with site management the type of mulch desired.

2.4.4 Please provide the type of mulch you are pricing per site and the locations within the site (if not all the same) in your Plan of Services information behind Tab 3. (See Section 2.10.7.)

2.5 **Weeding:** All curbs and sidewalks are to be routinely kept free of grassy and broadleaf weeds. All shrub/plant beds are to be kept free of weeds by hand, chemically (if licensed), and/or mechanically (see Section 2.4.1).

2.6 **Herbicides/Pesticides:** Spraying of herbicides is acceptable to control vegetation at fencelines and other areas difficult to access and to maintain crack weeds, but is not to be used in the place of mechanical edging where required. Spraying is also to be done around any exterior HVAC units, taking care not to spray the HVAC units/coils themselves. Spraying or hand trimming is requested rather than using a weed-eater because we do not want to damage the HVAC units.

2.6.1 **Offeror shall provide with their proposal** a copy of license and charter for using herbicides professionally or provide the name of a subcontractor they will use and a copy of their license and charter. The Contractor shall provide to the HA site representative a data sheet for the herbicides and/or pesticides they may use.

2.7 **Pruning/Trimming:**

2.7.1 All ornamental trees and shrubs shall be trimmed in accordance with schedule and to accepted horticultural practices and varietal requirements. All shrubbery will be trimmed to natural shape of shrub and shall be trimmed to match the height and appearance of surrounding shrubbery.

2.7.2 **All tree/shrub limbs should be trimmed to a minimum of seven (7) feet from the ground over all sidewalks or other walking areas, parking spaces, etc. so as not to interfere with pedestrians and cars.**

2.7.3 **All vegetation in front of any window is to be kept below windowsill height. All trees and shrubs are to be kept free of any sucker growth. NOT TOUCHING BLDG?**

2.7.4 **All fencelines, ditches, and drainage or watershed areas are to be kept free of unwanted vegetation including roots, dead limbs, etc. Fencelines should be kept clear for approximately five (5) feet on either side as much as possible.**

2.7.5 **Some sites have kudzu that must be dealt with on a regular basis.**

2.7.6 **All dead/trimmed plant material is to be removed each service.** All trimmings shall be removed the **same day the shrubs/trees are trimmed** and be disposed of off of HA property.

2.7.7 At Emma Wheeler Homes there is a place where a fence has been removed behind Woodland View Circle, Hooker Road, all the way around to 51st Street (entire south side). Small trees, limbs, and briars should be kept cut back so that the entire area can be mowed.

2.7.8 Contractor shall communicate with management of each site regarding pruning requirements.

2.7.9 Any shrubs which are killed or damaged as a result of Contractor’s work shall be repaired or replaced by the Contractor at no cost to the HA.

2.8 **Leaf Removal:**

2.8.1 During the fall/winter months the Contractor shall ensure that the site is clear of leaves. The Contractor shall at a minimum remove leaves twice each month in November and December and once per month in October and January to ensure that leaves are clear from the site, including but not limited to all lawns, walkways, beds, fencelines, building alcoves, drains, and ditches. All leaves and debris shall be removed the same day as they are collected and be disposed of off HA property.

2.8.2 Instead of removing all leaves offsite, mulching mowers (with SPECIFIC MULCHING BLADES) may be used except at Emma Wheeler Homes. However, leaf removal must remain on schedule so that the leaf residue is not excessive. Pin oak and other small leaves should be raked/blown and removed from site if the mower is unable to mulch them. Contractor should work with site management to establish the acceptable procedures.

2.8.3 Leaf removal shall be, weather permitting, spaced at equal intervals. A schedule of dates shall be furnished to HA by the Contractor prior to the commencement of the contract. Efforts shall be made to stay as close to the schedule as weather permits. If rain occurs, the Contractor is required to return immediately on the next clear day and complete the work at that specific site before continuing with other work.

2.8.4 Immediately after completion of each service, all curbs, sidewalks, patios, and parking areas are to be blown free of all leaves and debris.

2.9 **Treatments to Lawns and Overseeding:**

2.9.1 These tasks will be priced as alternate tasks and may or may not be incorporated into the contract(s).

2.9.2 All lawns shall be fertilized twice a year per the schedule (March and November). The spring application shall include treatment with an approved pre-emergent weed killer, which controls dandelions and other weeds. The Contractor shall provide to the HA site representative a data sheet for the fertilizer and pre-emergent that they will use for approval before the work

2.9.3 Seeding or overseeding of bare areas or lawns shall be performed in September. The seed type must match the type of grass at the site.

2.9.4 ***For pricing, the Contractor shall assume a total amount each for fertilizing and seeding of 5,000 square feet for each site.*** The site management shall direct the Contractor as to which areas on the site shall have the work performed. If the site manager desires additional fertilizing or seeding beyond the 5,000 square feet, the unit pricing provided in the proposal will be used for the additional work. **Such additional treatment or seeding beyond the 5,000 square feet must be authorized in writing by HA’s Procurement Officer.**

2.10 **Included Areas (or Not Included Areas) and Other Clarifications:**

2.10.1 All ballfield areas at all sites are included in the scope of work. This includes fields at Emma Wheeler Homes, Cromwell Hills Apartments, and any other sites. The ballfield at College Hills area is maintained by Chattanooga Parks and Recreation and is not to be considered part of the work at College Hills. Weed-eater trimming shall be performed under any ballfield bleachers at the other sites.

2.10.2 All other property around the James A. Henry Resource Center and the Sheila Jennings Wellness Center are now considered a part of College Hill Courts and should be included in the pricing for that site.

2.10.3 **“Grove Street Park”** across from the College Hill Courts Office (corner of Boynton Drive and Grove Street) is to be maintained under this contract. It will be priced separately from the rest of the College Hill Courts site. It shall be mowed and trimmed, edged around any curbs or sidewalks and weeded on the edging schedule, pruned, and have leaf removal. Debris and trash shall be removed at every service.

2.10.4 *Fairmount Townhomes has two (2) large areas of kudzu to be kept in check and two (2) concrete stairways down through the woods that are to be maintained.* There are also special plantings around the walkways.

2.10.5 *At Greenwood Terrace Apts. all areas from rear of units to property lines, retaining walls, etc. shall be kept clear and mowed for 12-15 feet from the apartments. Overhead limbs should also be trimmed to a minimum of seven (7) feet from the ground.*

2.10.6 ***ALL fencelines, ditches, and drainage or watershed areas are to be maintained as stated elsewhere in this RFP***. If there is any uncertainty as to the areas included, please consult with the site manager at each location.

2.10.7 Some trees, playgrounds, or flower beds may have been added to the scope since the maps were made for the last RFP and all sites may not have updated their maps for this solicitation. Each site should be visited and these and any other special issues discussed with site management. You could copy the maps (at the site if necessary) and add the mulching each site wants to their map, then submit it with your proposal. The HA will need clarification regarding what each Contractor’s price includes for comparison purposes, such as what kind of mulch. They also should be documented for inclusion in the ensuing contract(s).

2.11 **Safety:** The Contractor shall adhere to the safety requirements as defined in form HUD‑5370‑C, Sections I and II, hereby incorporated into this contract as if fully rewritten herein. In addition, the Contractor shall adhere to the following requirements:

2.11.1 Contractor shall only use equipment that will comply with all current applicable safety rules and regulations.

2.11.2 Contractor shall be responsible for maintaining all equipment in a safe working condition at all times.

2.11.3 Contractor shall be responsible for warning any peoplein the immediate area where work is commencing of the danger of remaining in the work area.

2.11.4 Contractor shall be responsible for all damage done by his equipment and personnel.

2.12 **Task Deletions/Additions:**

2.12.1 The HA reserves the right to delete/add any cut, edging, trim cycle, or other task if, in the opinion of the HA, drought, dry/wet weather, or other conditions have caused the grass not to require cutting or other services or to require additional cutting or other services.

2.12.2 If a deletion/addition occurs, Contractor shall be notified by the site’s Community Manager in writing three (3) days prior to the scheduled cut or other service.

2.13 **Work Scheduling, Inspection, and Payment:**

2.13.1 Management:

2.13.1.1 The Contractor shall manage the total work effort associated with the grounds maintenance services required herein to ensure fully adequate and timely completion of these services. Included in this function will be a full range of management duties including but not limited to: planning, scheduling, report preparation, and quality control. The contractor shall provide an adequate staff of personnel with the necessary management expertise to ensure the performance of the work in accordance with sound and efficient management practices. Contractor shall state in proposed Plan of Services how work crews are organized and whether Contractor himself/herself will be onsite overseeing the work or list a specific crew superintendent if that method is used.

2.13.1.2 The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor shall plan and schedule work to ensure labor, equipment, and materials are available to complete work requirements within the specific time limits and in conformance with the quality standards established herein. Verbal or written scheduling and status shall be provided when requested by a HA representative.

2.13.1.3 The Contractor and/or Contractor management personnel shall be accessible by telephone during normal working hours.

2.13.2 Scheduling:

2.13.2.1 **The Contractor shall provide a “Work Schedule” to HA procurement and to each site Community Manager prior to commencement of the contract.**  The Contractor may modify this schedule with written agreement by the site Community Manager. The Community Manager shall keep the Procurement Department informed of such changes, especially those requiring an alteration to Contractor’s total payment under the contract (such as task additions/deletions).

2.13.2.2 **The Work Schedule shall indicate the proposed date to perform each service or task. Once approved, the Contractor shall adhere to the schedule in order to facilitate HA inspection of the work. The site Community Manager or his/her designee shall be notified at least two working days in advance of the scheduled date of any work requirements which will not be accomplished as scheduled.**

2.13.2.3 Unless otherwise specifically authorized by the HA, work shall be limited to a maximum of ten (1) workhours per day, including travel from the Contractor’s local headquarters to the nearest work site for the day.

2.13.2.4 The Contractor shall contact the HA representative at least once each week to coordinate the Work Schedule and inspection.

2.13.3 Inspections:

2.13.3.1 **Before the Contractor leaves the site,** the HA’s site Maintenance Supervisor or Community Manager must inspect and sign off on the work, confirming that the services provided for each period/task have been completely and satisfactorily performed. **For Scattered Sites**, Contractor must inform site management by phone as to expected completion time to allow travel time for them to get to the specific site. At all sites, Contractor should call or come to Maintenance Manager if available, or Community Manager, immediately upon completion of work to have them review their work and sign off on their work ticket/invoice. If the work is not complete for that period, the delivery receipt will not be authorized by the HA representative and payment shall not be approved. The Contractor must submit to site management the original signed delivery receipt attached to their invoice.

2.13.3.2 Site management should already know you are working onsite. Both the Community Managers and Maintenance Managers have cell phones to contact them when the work is complete or almost complete. Both the Contractor and the site management should communicate and agree on when they can review the work and perhaps the Contractor could say, “If you are not here within 15‑20 minutes of that time, I will leave for the day.” Then try again first thing the next day. If you feel your work is that good, then you probably could let the techs go home or move on to the next job. If any work was not complete or satisfactory, you might have to return the next day. As time goes by, everyone will become more accustomed to how long you take to do the work and timing should become easier.

2.14 **Maintenance Wage Rates and Certified Payrolls:**

2.14.1 Maintenance Wage Rates: All work performed under this contract(s) by Contractors and subcontractors shall be subject to Maintenance Wage Decision No. TN4005A effective January 1, 2017 (Attachment I), hereby incorporated as a part of this contract and scope of work. CHA has not received 2018 Wage Rates yet. If they come in before bids are due or before contracts take effect, the 2018 rates will be used. They have been the same for several years, but could possibly change. *Rates are subject to change annually throughout the term of the contract, but will only be reviewed at annual renewal times.* Employees must be paid the appropriate minimum wages contained in the wage decision for the classification of work actually performed, without regard to skill. All laborers working onsite will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deduction as are permitted by regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination. Employees shall be paid one and one-half times basic rate of pay for all hours worked in excess of 40 in any work week. Wage rates and a “Notice To All Employees” form must be posted at the jobsite and/or company office.

2.14.2 Certified Payrolls: Contractor (and subcontractors) shall submit weekly, for each week contract work is performed, a Certified Payroll stating employee names and other identifying information as instructed, wage rates, classifications, work hours/dates, and other information as may be required by regulations, and certifying that each employee has been paid the full wages earned. Certified Payroll Forms are used to verify payment by Contractor of correct wages per job classification to each employee. Random interviews with employees may also be conducted by site personnel to verify worker’s job classification and wage rate. Falsification is subject to civil or criminal prosecution.

2.15 **Contractor’s Responsibilities:**

2.15.1 Any access to the HA site buildings and work areas during either the solicitation process or the contract term must be authorized by the HA site personnel. The Contractor shall make their presence known to a designated person at the HA site upon arrival and again upon completion of the services. Calling before arrival is preferred.

2.15.2 The Contractor's work shall be performed during the regular working days and hours of the HA, which are Monday through Friday, 8:30 a.m. to 5:00 p.m. weekly except for official CHA Holidays (listed below). Site management may elect to allow Contractor to operate outside of these days and hours. Agreement should be made in writing.

New Year’s Day Independence Day – July 4th

Martin Luther King, Jr. Day Labor Day

Presidents’ Day Thanksgiving Day

Good Friday Day After Thanksgiving

Memorial Day Christmas Day

2.15.3 Should either party require a deviation from the determined task schedule, notification shall be made as soon as possible in advance of the change, making effort to comply with Section 2.13.

2.15.4 Costs for repair of damages caused by Contractor negligence will be charged back to the Contractor or his insurance.

2.15.5 Should any discrepancy in the quantity or specifications be discovered prior to or during provision of contract services that might hinder the execution of work as specified, Contractor shall report it at once to the HA in writing.

2.15.6 Contractor shall provide adequate security to protect its own property.

2.15.7 HA shall be notified ninety (90) days in advance of any proposed change to this agreement by a written request from Contractor.

2.16 **HA's Responsibilities:**

2.16.1 HA staff shall provide any notice to residents that work will be performed on a specific date or dates. Such notice shall include any tasks that resident should perform in preparation for the work to be done.

2.16.2 HA management at individual sites may agree to additional hours outside of their normal operating schedule. Agreement should be in writing. Any access to the HA site buildings and work areas during either the solicitation process or the contract term must be authorized by the HA site personnel.

2.16.3 Should either party require a deviation from the determined schedule, notification shall be made as soon as possible in advance of the change, making the effort to comply with Sections 2.12 and 2.13.

2.17 **Miscellaneous:**

2.17.1 It is not the intent of these specifications to describe the means or methods to be selected by the Contractor or all of the minor items of workmanship and materials that may be required. However, the Contractor shall furnish, though not specified or shown, all materials and apparatus which is customary for work of this type.

2.17.2 Should any discrepancy in the quantity or specifications be discovered that might hinder the execution of work as specified, Contractor shall report it at once to the HA in writing.

**3.0 PROPOSAL FORMAT AND SUBMISSION:**

This section describes the requirements for the proposal package and submission to the HA in response to the RFP.

##### 3.1 Responsive/Responsible Offeror: The HA intends to retain the successful Offeror pursuant to an Evaluation process to obtain the “Best Value” ("Best Value" in that the HA will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Each proposal received will first be reviewed for responsiveness (i.e. meets the minimum of the requirements) and to determine if Offeror is a responsible Contractor based upon the documentation that the Offeror provides within the submitted proposal. Therefore, so that the HA can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the following sequence and must address each of the points detailed below. None of the proposed services may conflict with any requirement the HA has published herein or as issued by addendum.

3.2 Submission Conditions: By registering as a recipient of the RFP documents, each prospective Offeror is thereby agreeing to confirm all notices that the HA delivers to him/her as instructed and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued or referenced by the HA. By completing, signing, and submitting a proposal, the Offeror is thereby agreeing to abide by all terms and conditions published or referenced herein and by addenda pertaining to this RFP. Written notice from the Offeror not authorized in writing by the HA to exclude any of the HA requirements contained within the documents may cause that bidder to not be considered for award.

Proposer further agrees that he/she will inform the HA Purchasing Agent (PA) in writing of any item listed or referenced herein or of any item that is issued thereafter by the HA that he/she feels needs to be addressed by utilizing the Opportunity Q&A on Bonfire by the deadline for questions given above. Failure to abide by this timeframe shall relieve the HA, but not the prospective Proposer, of any responsibility pertaining to such issue.

3.3 **Proposal Format, Content, and Order:**  Electronic submission of complete proposal in pdf/A (Archival) format on Bonfire website at <https://chahousing.bonfirehub.com>/portal is **mandatory** ***(except Fixed Fee Schedule must be submitted as a separate document)***. Documents may be deleted, revised, and reposted at any time before the final deadline. NOTE: One (1) original signature set of documents will be required to be submitted by the awardee after award is finalized. It should be in 8.5” x 11” format, bound with a simple binder clip, and will be retained by CHA as part of the original contract. The proposal should include the components listed below, and in that order, so that the HA can properly evaluate the offers received.

1. Transmittal Letter
   * + 1. Information requested in Sections 3.6, 4.4, and 5.2.
2. **CHA Certifications**: Complete and sign the required forms and certifications included in the RFP, which are:

1) Proposal Form (Attachment A)

1. Certifications and Representations of Offerors (HUD-5369-C) (Attachment D)
2. Profile of Firm (Attachment E)
3. Corporation/Partnership Certification (Attachment F)
4. Iran Divestment Act Certification (Attachment G)
5. *Fixed Fee Schedule (Attachment B) must be submitted as a separate document on Bonfire.*
6. Although not required to be submitted in your proposal, the selected offeror is expected to execute these additional forms for incorporation into the Contract between the offeror and the HA:

1) Statement of License Certificate

2) Section 3 Clause Acknowledgement

3) Equal Employment Opportunity Form

4) Affirmative Action Plan

5) Certification for a Drug-Free Workplace (HUD-50070)

6) Certification of Payments to Influence Federal Transactions (HUD-50071)

1. See How to Obtain RFP Documents on Bonfire and additional instructions, mandatory clauses, General Conditions, etc. on the CHA website in RFP Information At a Glance (page 1).

3.3.1 **Part One:**  Technical Proposal is to include four (4) sections numbered consecutively and clearly marked, consisting of the following:

1. **Letter of Transmittal:** This letter of transmittal, signed by a company official authorized to bind the Offeror, must identify all parties to the proposal. Include name, address, telephone number, and email address of the person(s) authorized to submit and discuss the proposal. The letter must clearly state the intention of the Offeror, if selected, to provide the services at the proposed prices and within the time specified in accordance with the terms and conditions specified in the proposal and this RFP document. ***Do not include the dollar amount of your proposal in this section; this must be provided in a separate pdf file.***

2. **Offeror’s CAPABILITY TO PERFORM THE WORK:** Include crew size, equipment, etc., number of years that the Offeror has been in the business of providing these services. Provide evidence that the Proposer is qualified under the local and State of Tennessee licensing requirements for doing business generally and for any herbicide and/or pesticide spraying (or provide Subcontractor information if Contractor is not qualified). Provide a complete description of the products and services the business provides.

3. **Offeror Profile and Experience:** Provide a description of the Offeror’s experience; include **PREVIOUS EXPERIENCE WITH CHA** and **PREVIOUS MOST RECENT EXPERIENCE WITH OTHERS** for similar type and size contracts. Submit 3 or more references which include company and contact names, addresses, phone/fax, e-mail, and services provided along with the dates of services.

4. **Plan of Services:** Provide a detailed **PLAN OF SERVICES** that includes any additional equipment which may be required, the methods of delivery of services, and the service response plan if CHA reports problems. Explain how staff are retained, screened, trained, and monitored, and the Offeror’s quality control program. Information should be given about management of the crew (see entire Section 2.13.1). A **SECTION 3 EMPLOYMENT PLAN** or reasons why it is not feasible to comply with such should also be submitted in this section. See CHA website, [www.chahousing.org](http://www.chahousing.org); click on “Doing Business” to find further explanation under Section 3 Information and Forms.

5. **Additional Submittals:** Provide information on the pesticides/herbicides which may be used to treat vegetation during the contract. Provide the type(s) of mulch you plan to use at each site and location, if the entire site Is not the same kind.

6. **CHA Certifications**: As listed above under Section 3.3, item 3.

7. ***Fixed Fee Schedule (Attachment C) must be submitted as a separate document on Bonfire.***

8. See How to Obtain RFP Documents and additional forms, instructions, mandatory clauses, General Conditions, etc. in RFP Information At a Glance (page 1).

3.3.2 **Part Two:**  ***The proposed fees shall be entered on the Fixed Fee Schedule (Attachment B).*** *D****o NOT submit, enter, or refer to any fees or costs within the main proposal document***; any proposer that does so may be rejected without further consideration. Proposed **Fixed Fee Schedule** must be submitted ***in a separate Excel document on Bonfire***.

3.3.2.1 **Fixed Fee Schedule**: ***The proposed fees shall be entered on the separate Excel document, Fixed Fee Schedule – Attachment B***. The Fixed Fee Schedule will allow the Bidder to calculate a Total Base Proposal to complete the estimated work for one (1) full year. The Offeror shall provide Unit/Task Prices, inclusive of all Overhead and Profit, per task indicated. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the contractor will incur to provide the noted services, including but not limited to: employee wages and benefits, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, clerical support, etc. Complete the Task Prices in Sheet 1 of the Excel document on the computer and all totals for Sheet 1 and Sheet 2 should automatically populate. The Total Annual Amounts provided for these tasks shall be used for comparison and award of evaluation points for Evaluation Factor No. 5 (see RFP Section 4.1) and for an estimated annual contract total, but do not reflect a responsibility of the HA to authorize expenditures for all Tasks as listed. Any Unit/Task Prices offered will be used to increase or decrease the Total Contract Amount based on existing conditions determined by the HA at the time of service. Compensation will be based on Unit/Task Prices provided and will be paid only for such work as is actually performed during the course of the contract. Any unperformed task will be deducted from the Total Contract Price by unilateral Change Order. Mulching, lawn seeding and treatment are considered as Alternate Tasks and may or may not be incorporated into any resulting contract(s). The HA shall have the right to reject any proposal which indicates an unbalanced proposal or prices not realistic for the work.

3.3.2.2 In case of error in the extension of prices, Unit Prices entered will govern.

3.3.2.3 Offerors may submit proposals for one or more sites, but are not required to make an offer on all sites. However, if a proposal is submitted for a site, all the individual tasks for that site must be quoted. Award of contract by site will be based upon individual evaluations and site pricing, and the work may be split among Contractors accordingly.

3.3.2.4 It is the intent that this solicitation will provide a sufficient number of proposals to allow for competitive selection. If at a later date it is deemed necessary because of lack of information that additional cost and price information is required, CHA reserves the right to require this information from all responders.

3.3.2.5 Quantities: All quantities entered by the HA herein and within the corresponding pricing items on the Fixed Fee Schedule are for calculating purposes only. As the ensuing contract will be a Requirements Contract, the HA does not guarantee any minimum or maximum amount of work as a result of any award. The HA shall retain the right to order from the Contractor (successful bidder), on a task order basis, any amount of services the HA requires.

3.3.2.6 Additional Related Work That May Be Required: **I**f the HA decides that it will/must retain the Contractor to perform any additional related work, the HA will determine if that work may be added as an amendment to this contract or must be solicited separately. To amend the contract, an equitable adjustment will be made in the cost of the Contract to include such additional work. If the Contractor believes that a change in or addition to work is beyond the general scope of the agreement, it must notify the HA in writing within ten (10) days of being notified to begin such work. The final administrative authority in settling such disputes shall rest with the HA.

3.3.2.7 Price Escalation/Reduction: Fees will be firm fixed Unit Prices as submitted on the Fixed Fee Schedule. The Contract will be one (1) year with up to four (4) one-year renewal periods. The HA will consider price increases only if it is evident that Contractor is unable to avoid or offset price increases from its supplier(s) through innovative approaches (such as volume purchasing or helping supplier control its costs) and will only consider one price increase per year unless there are justifiable extenuating circumstances. The HA will not consider any price increase for the initial two-year (2-year) term of the Contract, and any price increases will be effective as of the next Contract anniversary date.

3.3.2.7.1 Requests for price changes shall be submitted to the PA in writing with sufficient data to support the requested increase(s) at least ninety (90) days prior to the Contract anniversary date. CHA will evaluate requests for price increases and, if acceptable, the revised prices will be made effective on the next Contract anniversary date. Any requested changes in pricing structures shall be negotiable in accordance with the price changes provision in the agreement. No unit price shall be increased unless the Contractor’s unit cost is increased.

3.3.2.7.2 Any changes in pricing structures identified in the Contractor’s offer shall be negotiated with CHA. (A change of structure is when a Contractor changes both published price lists and discount scheduled for such lists).

3.3.2.7.3 If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the prices under this contract shall, subject to the following provisions, be adjusted accordingly. Prompt notice of price changes (increases or reductions) must be furnished to the PA. The effective date of price increases shall be the next Contract anniversary date.  Price changes shall apply only to requests for delivery placed after the effective date of such changes.  A request for delivery will be deemed to have been placed on the date received by the Contractor. However, if a price change results in a price increase which the CO, in his or her sole discretion, determines to be unacceptable to CHA or not proven to be applicable to all customers, CHA, in lieu of paying the increased price, may upon written notice, cancel the remainder of the Contract (including any orders mailed by CHA without knowledge of the price increase if canceled within five days of receipt of notice of the increase) without liability to either party. Notwithstanding the foregoing, price increases shall not be applicable to this Contract without regard to any price increases by the Contractor to its other customers, and thereafter the allowable price adjustment increases allowed by CHA shall not be proportionately larger than the general price increases to all Contractor’s other customers.

3.3.2.7.4 If the Contractor’s net prices to others for like services as those ordered by CHA are reduced, the Contractor agrees to give CHA the benefit of such reductions and to notify the Purchasing Agent (PA) within thirty (30) days of the change. Price reductions will become effective on the date of such reductions to Contractor’s other customers.

**3.4 Proposal Submission: All proposals must be submitted on the Bonfire website no later than the submittal deadline stated herein (or within any ensuing addendum). Proposals submitted after the published deadline will not be accepted. *The proposal document must clearly denote “RFP #O-921-00 for Lawn & Grounds Maintenance, Proposals Due: December 20, 4:00 p.m. EST,” and the proposer’s name and return address****.* *A total of one (1) complete electronic/digital copy* in pdf/A (Archival) format must be submitted, with the *exception of the Fixed Fee Schedule (Attachment B) being submitted as a completely separate document***. Awardee only will submit the original signature hard copy documents after award is determined.**

3.4.1 Submission Responsibilities: By registering as a recipient of the RFP documents, it shall be the responsibility of each Proposer to confirm all notices that the HA delivers to him/her as instructed and to be aware of and abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the HA, including the RFP document, the documents listed within Section 3.1.1(4) and elsewhere, and any addenda, required attachments submitted by the Proposer, or referenced documents

3.4.2 Submission Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED IF AWARDED THE CONTRACT! Offerors are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations, or requirements are entered on any of the documents that are submitted to the HA by the Offeror, such may invalidate that proposal. If, after accepting such a proposal, the HA decides that any such entry has not changed the intent of the proposal that the HA intended to receive, the HA may accept the proposal and the proposal shall be considered by the HA as if those additional marks, notations or requirements were not entered on such. By registering as a recipient of the RFP documents, each prospective Offeror is thereby agreeing, and by submitting a proposal, the Offeror is thereby agreeing to abide by all terms and conditions published or referenced herein and by any addenda pertaining to this RFP.

4.0 **OFFEROR’S RESPONSIBILITIES:**

4.1 Contact With the HA:It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the HA PA only. Proposers must not make inquiry or communicate with any other HA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the HA to not consider a proposal submittal received from any proposer who may has not abided by this directive.

4.2 Addenda:All questions and requests for information must be addressed in writing via the Bonfire Opportunity Q&A PA by ***5:00 p.m. EST on December 7, 2021***. The HA PA will respond to all such inquiries in writing by addendum published on Bonfire to all prospective proposers of record that have obtained the RFP Documents. During the RFP solicitation process, the HA PA will NOT conduct any substantive conversations between the HA and a prospective proposer when other prospective proposers are not present that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the HA PA - it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the HA PA may not respond to the prospective proposer’s inquiries but will direct him/her to submit such inquiry in writing so that the HA PA may more fairly respond to all prospective proposers in writing by addendum.

4.3 Download of Attachments:It is the responsibility of each proposer to verify that he/she has downloaded and reviewed all attachments and documents pertaining to this RFP, whether physically included or referenced. (See documents on the Bonfire website and on the CHA website, [www.chahousing.org](http://www.chahousing.org), “Doing Business,” or other locations as noted.)

4.4 Modification of Contract Clauses: It is the responsibility of each prospective proposer to notify the HA, in writing, ***prior to submitting a proposal,*** of any contract clause that he/she is not willing to include in the final executed contract and abide by. The HA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the HA's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

4.5 Notification of No Proposal: Potential offerors who receive this RFP and do not wish to submit a proposal are requested to reply “No Bid” on the Bonfire website with their reason for doing so on or before the date and time set forth for the receipt of proposals.

4.6 Presubmission Conference:The scheduled presubmission conference identified on Page 1 of this document is, pursuant to HUD regulation, not mandatory, but **it is strongly recommended**. Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective Proposers in having a full understanding of the RFP documents so that he/she feels confident in submitting an appropriate proposal; therefore, at this conference the HA will conduct an overview of the RFP documents, including the attachments. Prospective Proposers may also ask questions, though the PA may require that same such questions are delivered in writing prior to a response. If you do not know where the sites are, you will be given more information at this meeting and the opportunity to visit sites will be discussed. Whereas the purpose of this conference is to review the RFP documents, attendees should obtain and review a copy of it prior to this conference and bring their copy with them.

**5.0 PROPOSAL EVALUATION:**

Any award resulting from this solicitation will be made to the Offeror(s) whose offer(s) is/are determined to be the most advantageous to the HA and to satisfactorily meet the solicitation requirements. The most advantageous offer(s) will be the proposal(s) with the best combination of technical merit and price in accordance with the stated Evaluation Factors below. The HA reserves the right to determine whether a differential between offers represents any actual significant difference in technical merit. If it is determined that there is not a significant difference in technical merit, the HA reserves the right to make an award solely on price. Evaluation will be based upon each Offeror’s capability to provide affordable, timely, and quality services. Proposals should include for evaluation the information listed under Evaluation Factors and in Section 3.1.

##### 5.1 Evaluation Factors: The following factors will be utilized by the evaluation committee appointed by the HA to evaluate each proposal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal. The application and interpretation of these criteria are solely within the discretion of CHA.

|  |  |  |  |
| --- | --- | --- | --- |
| **NO.** | **MAX POINT VALUE** | **FACTOR**  **TYPE** | **FACTOR DESCRIPTION** |
| **1** | **25 points** | **Subjective**  **(Technical)** | **CAPABILITY** of Contractor **TO PERFORM THE WORK**. Provide information on crew size, experience, and equipment**.** |
| **2** | **15 points** | **Subjective**  **(Technical)** | **PREVIOUS EXPERIENCE WITH CHA;** both positive and negative experiences on record will be considered during the evaluation. |
| **3** | **20 points** | **Subjective**  **(Technical)** | The Proposer’s **PREVIOUS MOST RECENT EXPERIENCE WITH OTHERS** for similar type and size contracts. Three (3) or more references other than CHA should be listed and shall include name, address, and telephone number of firm, and name, title, and phone number of individual familiar with Offeror’s work of a similar nature. |
| **4** | **15 points** | **Subjective**  **(Technical)** | **SECTION 3 EMPLOYMENT PLAN** of Contractor (see Attachment E). |
| **5** | **25 points** | **Objective** | The **PROPOSED COST of services.** |
|  | **100 points** | **100 points** | **Total Points** |

##### 5.2 Evaluation Method:

5.2.1 Initial Evaluation for Responsiveness: Each proposal received will first be evaluated as to whether the Offeror is responsive and responsible (i.e. meets the minimum of the requirements and appears to be capable to do the job).

5.2.2 Evaluation Committee: The HA generally selects a minimum of three persons for the committee to evaluate each of the responsive proposals. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 3.4.1 of this document, the HA PA is the only person at the HA that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may cause such proposer(s) to be eliminated from consideration for award.

5.2.3 Restrictions:All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the HA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the HA evaluation committee.

5.2.4 Evaluation: The HA PA will evaluate and award points pertaining to Evaluation Factor No. 5 as a mathematical process. The appointed evaluation committee, independent of the HA PA, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors Nos. 1 through 4. The points awarded by the evaluation committee shall be combined with the points awarded by the HA PA to determine the final rankings and make recommendation for awards. Each site will be considered individually and contracts may be awarded for one or more sites.

5.2.5 Minimum Evaluation Results: To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 100 total possible points detailed within Section 4.1 herein).

5.2.6 Right To Negotiate Final Fees: The HA shall retain the right to negotiate the amount of fees that are paid to the successful Proposer, meaning the fees proposed by the top-rated Proposer may, at the HA's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the HA evaluation committee has chosen a top-rated Proposer. If such negotiations are not, in the opinion of the HA PO, successfully concluded within 5 business days, the HA shall retain the right to end such negotiations and begin negotiations with the next-rated Proposer. The HA shall also retain the right to negotiate with and make an award to more than one Proposer (separate contracts), as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached). Contract award(s) will be made on the basis of the most advantageous proposal(s) to CHA as determined by evaluating proposals in accordance with the Evaluation Process. CHA reserves the right to determine whether a differential between offers represents any actual significant difference in technical merit. If it is determined that there is not a significant difference in technical merit, CHA reserves the right to make an award solely on price.

5.2.7 Award Recommendation: As detailed within the following Section 5.1.1, if the ensuing contract award is $100,000 or greater, the final rankings and recommended award(s) will be forwarded to the HA Board of Commissioners (BOC) at their next regularly scheduled meeting for approval. The HA BOC will then make its determination as to whether or not to follow the Evaluation Committee’s recommendations. If the recommendation(s) is/are followed and the top-rated Proposer(s) is/are approved for award, all Proposers will, as detailed within Section 5.2.8, receive a Notice of Award. Contract price negotiations may, at the HA's option, be conducted prior to and/or after the BOC approval.

5.2.8 Notice of Award: If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of: which proposer received the award, where each proposer placed in the process as a result of the evaluation of the proposals received, and each proposer’s right to a debriefing and to protest.

##### 6.0 CONTRACT AWARD:

6.1 Contract Award Procedure:If a contract (or contracts) is awarded pursuant to this RFP, all proposers will, as detailed within Section 5.2.6 herein, receive a Notice of Results of Evaluation. Contract price negotiations may, at the HA's option, be conducted prior to and/or after this point. After review and final contract award, all offers and evaluation documents shall be open for public inspection.

6.2 Contract Conditions: The Authority will issue a contract(s) for a **NOT TO EXCEED** amount(s) based upon the Task Prices and annual anticipated quantities of the Tasks proposed. The following provisions are considered mandatory conditions of any contract award made by the HA pursuant to this RFP:

6.2.1 Contract Form: See Sample Contract Form, Attachment F, and General Conditions for Non-Construction Contracts, Sections I and II (HUD-5370-C) and other mandatory forms and documents for Non-Construction Contracts and Section 3 Information Forms at [www.chahousing.org](http://www.chahousing.org) (click on “Doing Business”). By submitting a proposal the successful proposer thereby agrees to abide by all terms and conditions listed within the contract form (the HA reserves the right to amend this form as the HA deems necessary), general conditions, and other mandatory clauses and certifications. However, the HA will consider any contract clauses that the proposer wishes to include therein, but the failure of the HA to include such clauses does not give the successful proposer the right to refuse to execute the HA's contract form.

6.2.2 Assignment of Personnel: The HA shall retain the right to demand and receive a change in personnel assigned to the work if the HA believes that such change is in the best interest of the HA and the completion of the contracted work.

6.2.3 Unauthorized Subcontracting Prohibited: The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including but not limited to, selling or transferring the contract) without the prior written consent of the HA CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the HA CO shall be void and may result in the cancellation of the contract with the HA, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract, either as determined by the HA CO.

6.2.2 Compensation to Contractor: In consideration of the services performed as listed in Section 2.0 above, the HA shall compensate Contractor in the amounts as set forth in the Contractor’s proposal for lawn and grounds maintenance services. *Contractor shall provide invoice or work ticket to site management for signature on same day services are completed.*

6.3 Contract Period: The HA may award one or more contracts, each for an initial period of one (1) year. Upon completion of one year, the HA may elect, at its sole discretion, to renew each contract annually for one (1) additional year at a time for up to four (4) additional years, for a potential five-year term. The HA may elect to not renew either a complete contract or just the work for a particular site or sites.

6.4 Licensing and Insurance Requirements: Prior to award (but not as a part of the proposal submission) and before commencing work, the *successful Proposer* shall provide:

6.4.1 A copy of the Proposer’s business license allowing that entity to provide such services within the City of Chattanooga and/or County of Hamilton, Tennessee.

6.4.2 If applicable, a copy of the Proposer's license issued by the state where the Proposer is located and by the State of Tennessee licensing authority allowing the Proposer to provide the services detailed herein.

6.4.3 Original Certificate of Insurance for Workers Compensation, in accordance with the laws of the State of Tennessee, showing insurance carrier and coverage amount (and any exclusion of owner). **Tennessee Workers Comp guidelines have changed more than once in the last few years and up-to-date guidelines are to be followed, including changes regarding whether the Owner of the company must be included or can be excluded (certificate should so state). (See Chapter 0800-2-1 from** [**www.tn.gov**](http://www.tn.gove) **website.)** If Workers Comp is not required for the number of employees you currently have, but would be if you are awarded more work, you do not have to show policy information on your Profile of Firm form. However, if accepting our contract means you will have sufficient number of employees that Workers Comp is required, it must be provided before working onsite. As the timetable from recommended award, to approval, to signing the contract and beginning work is tight, you should do your homework beforehand and be prepared so that work will not be delayed. There will not be any additional payment from the HA for the cost of Workers Comp insurance. The cost should be absorbed by the Contractor as a cost of doing business.

6.4.4 Original Certificate of Insurance for Commercial General Liability (naming the HA as an Additional Insured, along with the applicable endorsement) with a combined single limit for bodily injury and property damage of not less than:

6.4.4.1 If contract is $100,000 or more per year - **$1,000,000.00** per occurrence, general aggregate minimum limit of $1,000,000, together with damage to premises and fire damage of $50,000 and medical expenses any one person of $5,000), with a deductible of not greater than $1,000; or

6.4.4.2 If contract is less than $100,000 per year - **$500,000.00** per occurrence, general aggregate minimum limit of $500,000, together with damage to premises and fire damage of $50,000 and medical expenses any one person of $5,000), with a deductible of not greater than $1,000.

6.4.5 Original Certificate of Insurance for Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in conjunction therewith for a combined single limit for bodily injury and property damage of not less than **$500,000.00** per occurrence. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than $50,000/$100,000 and medical payment of $5,000.

6.4.6 Offeror shall provide with their proposal a copy of license and charter for using herbicides or insecticides professionally or provide the name of a subcontractor they will use and a copy of their license and charter. Offeror shall also provide any certifications or degrees for landscaping or other horticultural training.

6.4.7 If any such insurance or licensing is due to expire during the Contract period, the contractor shall not permit the licensing or insurance coverage to lapse and shall furnish evidence to the HA that insurance is in force at all times and will insure all operations under the Contract and that licensing has been renewed. All Certificates of Insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least **thirty (30) days** prior written notice has been given to the HA; **must list Chattanooga Housing Authority as the Certificate Holder and as “Additional Insured;” list the sites/work; and be original documents**.

6.4.8 Failure to maintain the above-referenced insurance coverage, including naming the Chattanooga Housing Authority as Additional Insured (where appropriate), or licensing during the term(s) of this Contract shall constitute a material breach thereof.

5.6 Notice to Proceed: Work under this Contract will begin immediately upon the successful Contractor's receipt of a "Notice to Proceed" from CHA. The "Notice to Proceed" will follow the completion of an executed contract.

5.7 Contract Service Standards: All work performed pursuant to this RFP must conform and comply with all applicable local, state and Federal laws.

**PROPOSAL FORM**

**Attachment A**

# (This Form must be fully completed and placed Section 3.3, Item 3.)

**Instructions:** Respondents to the HA Request for Proposals (RFP) for Lawn and Grounds Maintenance Services Authority Wide, Solicitation No. O-921-00,must complete and submit this Proposal Form. Offerors not using this form to respond will not be considered. One signed copy of this form and all items listed below must be completed and included in the single PDF file of the electronic/digital proposal submittal, *with the exception of the Fixed Fee Schedule (Attachment C) being submitted as a separate document on Bonfire*. If more room is needed for a response to any request, please attach a sheet directly behind the pertinent page of the form and identify your response. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within bid submitted by the Bidder. Original signed hard copies will be required only from the awardee.

**The penalty for making false statements in any offer is prescribed in 18 U.S.C. 1001.**

|  |  |
| --- | --- |
| X=ITEM INCLUDED | **SUBMITTAL ITEMS** |
| **\_\_\_\_\_\_\_\_** | ***Fixed Fee Schedule (Attachment B – Submitted separately)*** |
| **\_\_\_\_\_\_\_\_** | ***1 Electronic/Digital Copy of complete proposal including documents below uploaded to Bonfire website:*** |
| **\_\_\_\_\_\_\_\_** | **Tab 1 -Letter of Transmittal** |
| **\_\_\_\_\_\_\_\_** | **Tab 2 – Offeror’s Capabiity to Perform the Work** |
| **\_\_\_\_\_\_\_\_** | **Tab 3 - Offeror Profile and Experience (Including References)** |
| **\_\_\_\_\_\_\_\_** | **Tab 4 - Plan of Services** |
| **\_\_\_\_\_\_\_\_** | **Tab 5 – Additional Submittals** |
| **\_\_\_\_\_\_\_\_** | **Tab 6 – Certifications** |
| **\_\_\_\_\_\_\_\_** | **Proposal Form (Attachment A)** |
| **\_\_\_\_\_\_\_\_** | **Form HUD-5369-C (Attachment C)** |
| **\_\_\_\_\_\_\_\_** | **Profile of Firm Form (Attachment D)** |
| **\_\_\_\_\_\_\_\_** | **Corporate/Partnership Certification (Attachment E)** |
| **\_\_\_\_\_\_\_\_** | **Iran Divestment Act Certification (Attachment J)** |

(Offeror)

(Street Address)

(City/State/Zip)

(Telephone and FAX)

(E-Mail Address)

(State License No.)

(Federal I.D. and/or SSN)

The above Offeror is an: ( ) Individual ( ) Corporation ( ) Partnership ( ) Joint Venture consisting of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ( ) licensed to do business in the State where project is located.

**ADDENDA** (Offeror acknowledges receipt of the following Addenda):

Addendum No. \_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_Addendum No. \_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_

Addendum No. \_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_

**ACCEPTANCE OF PROPOSALS:**

An official authorized to sign and negotiate on behalf of the firm submitting this proposal must sign this form below. Proposals must be valid for a period of at least sixty (60) days. In submitting this proposal, it is understood that the right is reserved by the HA to reject any and all proposals or to waive any informality in the proposals. If written notice of the acceptance of this proposal is delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and the required insurance certificates no later than ten (10) days after the “Notice of Intent to Award.”

The HA reserves the right to request oral information or additional written documentation to supplement any or all written proposals.

**PROPOSAL FEES**

Offerors may submit proposals on one or more sites, but are not required to make an offer on all sites. *However, if a proposal is submitted for a site, all the individual work tasks for that site must be quoted.*

Each Unit/Task Price, inclusive of Overhead and Profit, shall be entered on the Fixed Fee Schedule (Attachment B), an Excel file, as directed in Section 3.2 and submitted as a separate file on Bonfire. The HA shall have the right to reject any proposal which indicates an unbalanced proposal or prices not realistic for the work.

**BASE PROPOSAL/UNIT PRICES:**

As the Unit/Task Prices, inclusive of Overhead and Profit, for this contract shall be included on the Fixed Fee Schedule and submitted as a separate digital file on Bonfire. Complete the Task Prices in Sheet 1 of the Fixed Fee Schedule Excel document on the computer and all the totals for Sheet 1 and Sheet 2 should automatically populate. The Total Annual Amounts provided for these tasks shall be used for evaluation purposes and for an estimated annual contract total, but do not reflect a responsibility of the HA to authorize expenditures for all Tasks as listed. Any Unit/Task Prices offered will be used to increase or decrease the Total Contract Amount based on existing conditions determined by the HA at the time of service. Compensation will be based on Unit/Task Prices provided and will be paid only for such work as is actually performed during the course of the contract. Mulching, lawn seeding and treatment are considered as Alternate Tasks and may or may not be incorporated into any resulting contract(s). The HA shall guarantee no minimum or maximum amount of purchase during the lifetime of the Contract. Any unperformed task will be deducted from the Total Contract Price by unilateral Change Order. The HA shall have the right to reject any proposal which indicates an unbalanced proposal or prices not realistic for the work.

**BASIS OF CONTRACT AWARD:**

The HA intends to award one or more contracts for the work defined in Solicitation #O-921-00 entitled “Lawn and Grounds Maintenance Authority-Wide,” to the responsible respondent(s) submitting the proposal(s) which is/are most advantageous to the HA, based on compliance with this RFP and Addenda, if any, provided the Contractor's proposal(s) is/are reasonable and in the best interest of the HA to accept it. The HA reserves the right to make a partial award, split award, or no award.

The HA shall evaluate and make its award decision based on the evaluation criteria established earlier in this RFP. The “Total Annual Amount” is the sum of each task multiplied by the number of times to be performed annually. The HA shall have the right to exercise any Option any time prior to completion of the Base Work.

An official authorized to sign and negotiate on behalf of the firm submitting this proposal must sign this form below. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work and with the Scope of Work, Drawings, Maps, and/or Technical Specifications issued and Addenda, if any thereto, as prepared by the HA, propose to furnish all labor, materials, equipment, permits, transportation, and services required to complete the work identified herein at the prices listed on the Fixed Fee Schedule (Attachment B).

**ASSIGNABILITY OF CONTRACT:**

The HA’s rights under this contract may, at the HA’s sole discretion, be assigned per site to another entity such as a subsidiary of the HA or a management partner of the HA.

**TERMINATION/REASSIGNMENT OPTION:**

**In the event a contract is terminated or not renewed at any particular site, the HA reserves the option to go to the Contractor who is working for the HA as a result of this solicitation with the next lowest proposal price (and so on) for that site to negotiate adding that site to their contract. If agreement cannot be reached with a Contractor who has been awarded a contract from this solicitation, the HA may go to the next lower rated Contractor (and so on) who was not awarded a contract to negotiate award of that site to such Contractor.**

**DISCOUNT OFFER**

OFFEROR’S REFERENCE NUMBER – Solicitation O-921-00

Unless otherwise qualified by the Offeror on this form: (1) discounts will be deducted from the gross purchase order price; and (2) time in connection with discounts offered will be computed from date of correct invoice.

TERMS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Offers not offering discount terms will be considered to require net payment in the number of days stated in the **Terms of Payment** clause. Early payment discounts will be considered in evaluating offers. Offers requiring net payment in less than 30 days will not be considered.

# SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES\_\_\_ or NO\_\_\_\_. If “YES,” pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submittal under Tab No. 3, which priority are you claiming? \_\_\_\_\_\_\_\_\_\_\_\_.

# OFFEROR’S STATEMENT/ACCEPTANCE OF CHA TERMS AND CONDITIONS

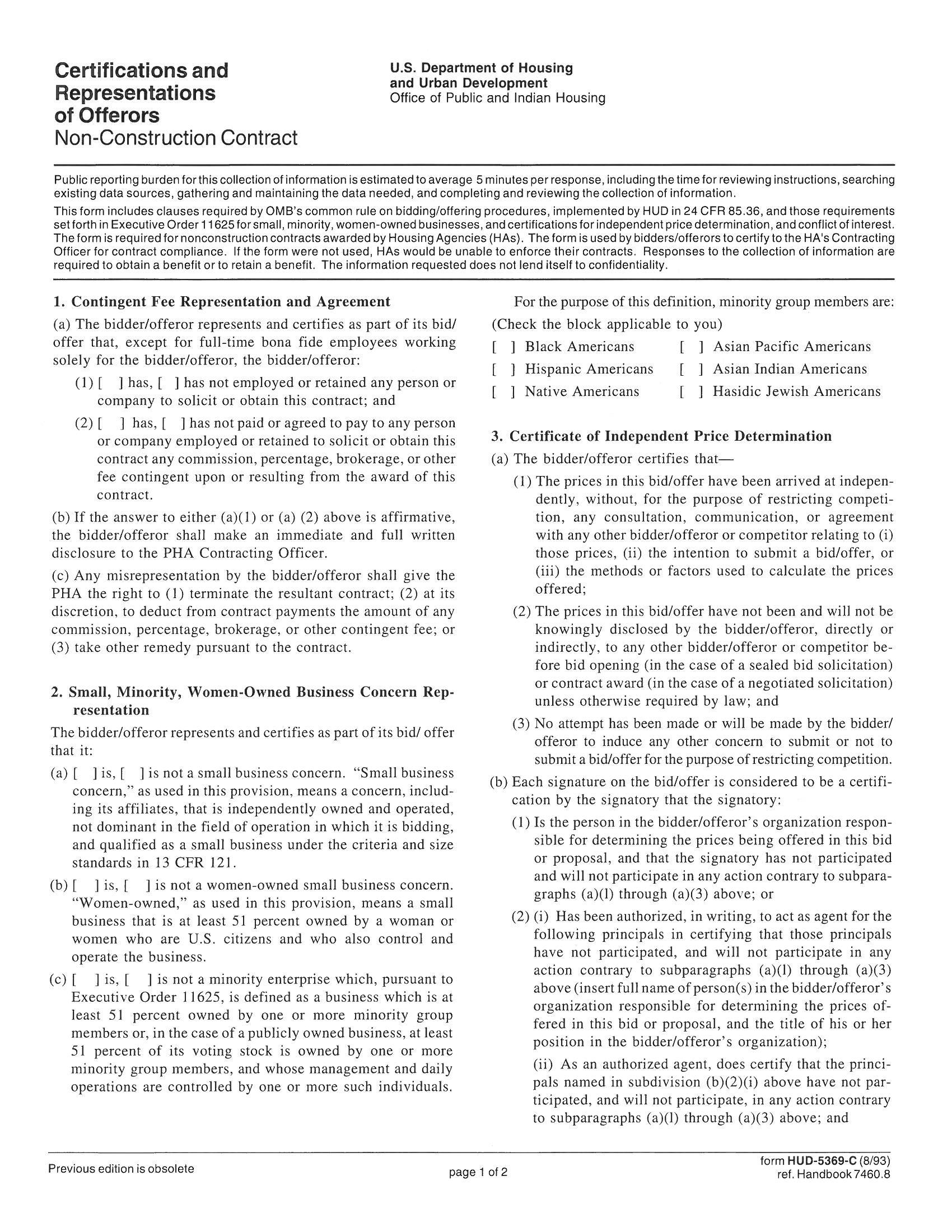
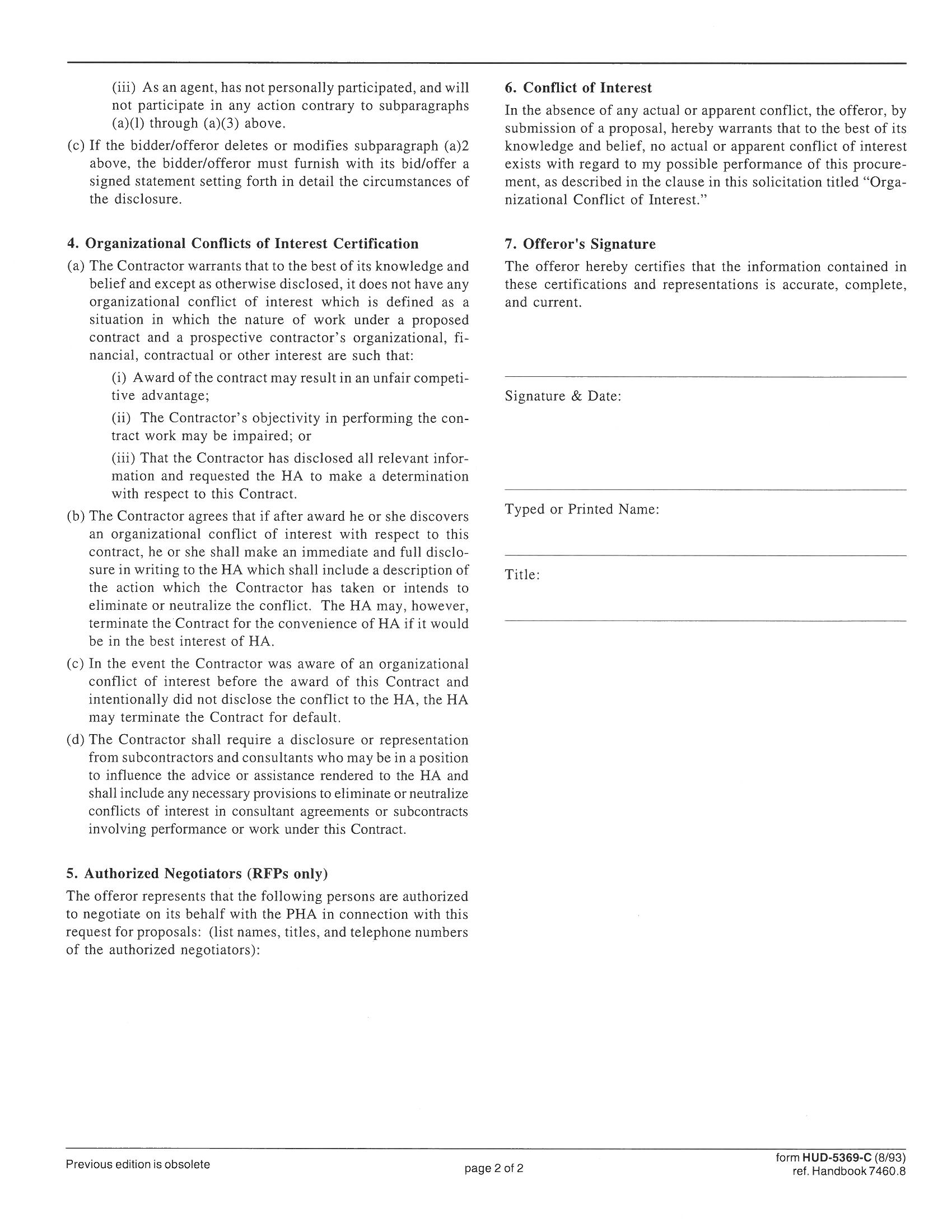
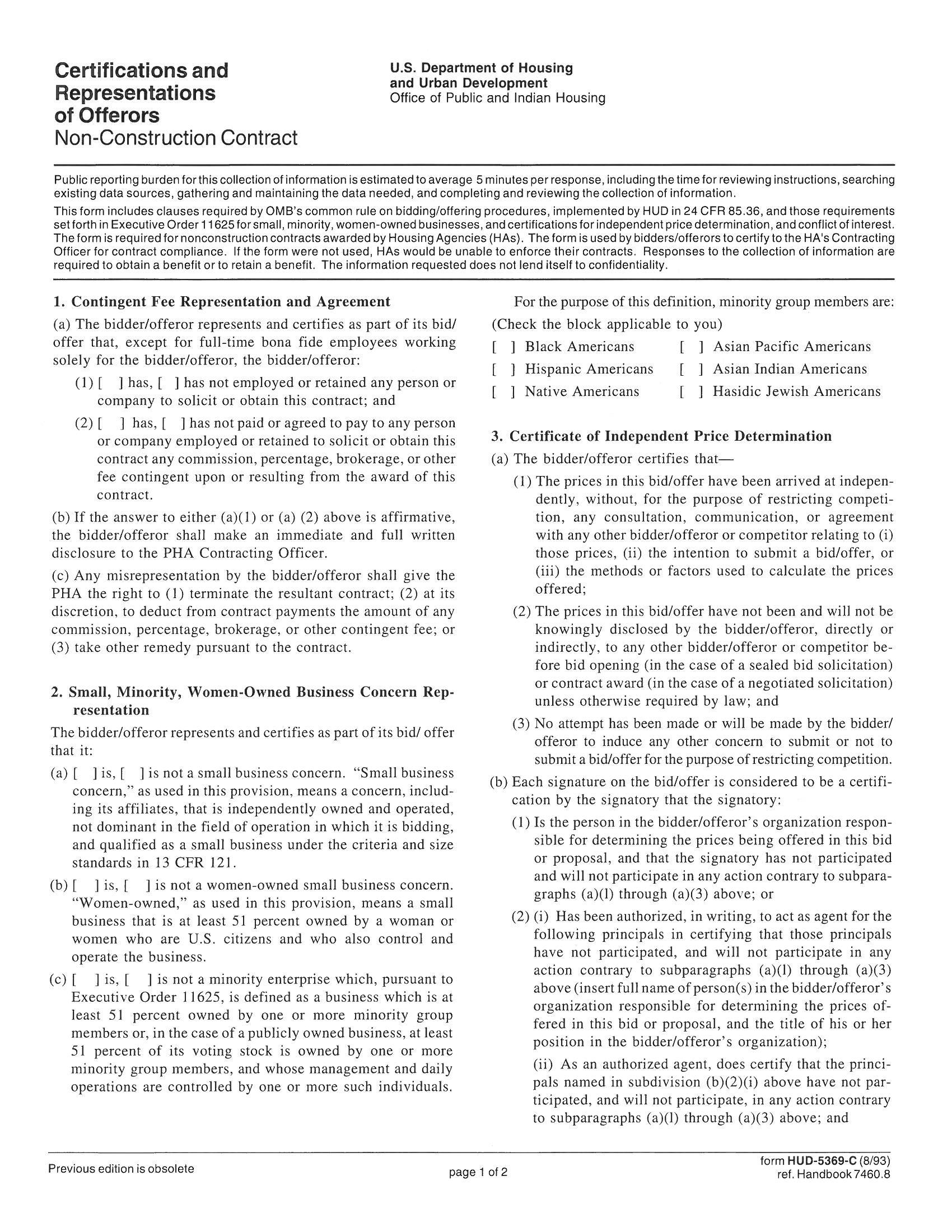
The undersigned Offeror hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HA discovers that any information entered herein to be false, such shall entitle the HA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal, and by entering and submitting the costs where provided, the undersigned Offeror is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA, either in hard copy or on the noted website, including an agreement to execute the attached Sample Contract form. Pursuant to all RFP Documents, this Proposal Form, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the HA with the services described herein for the fee(s) entered on the Fixed Fee Schedule.

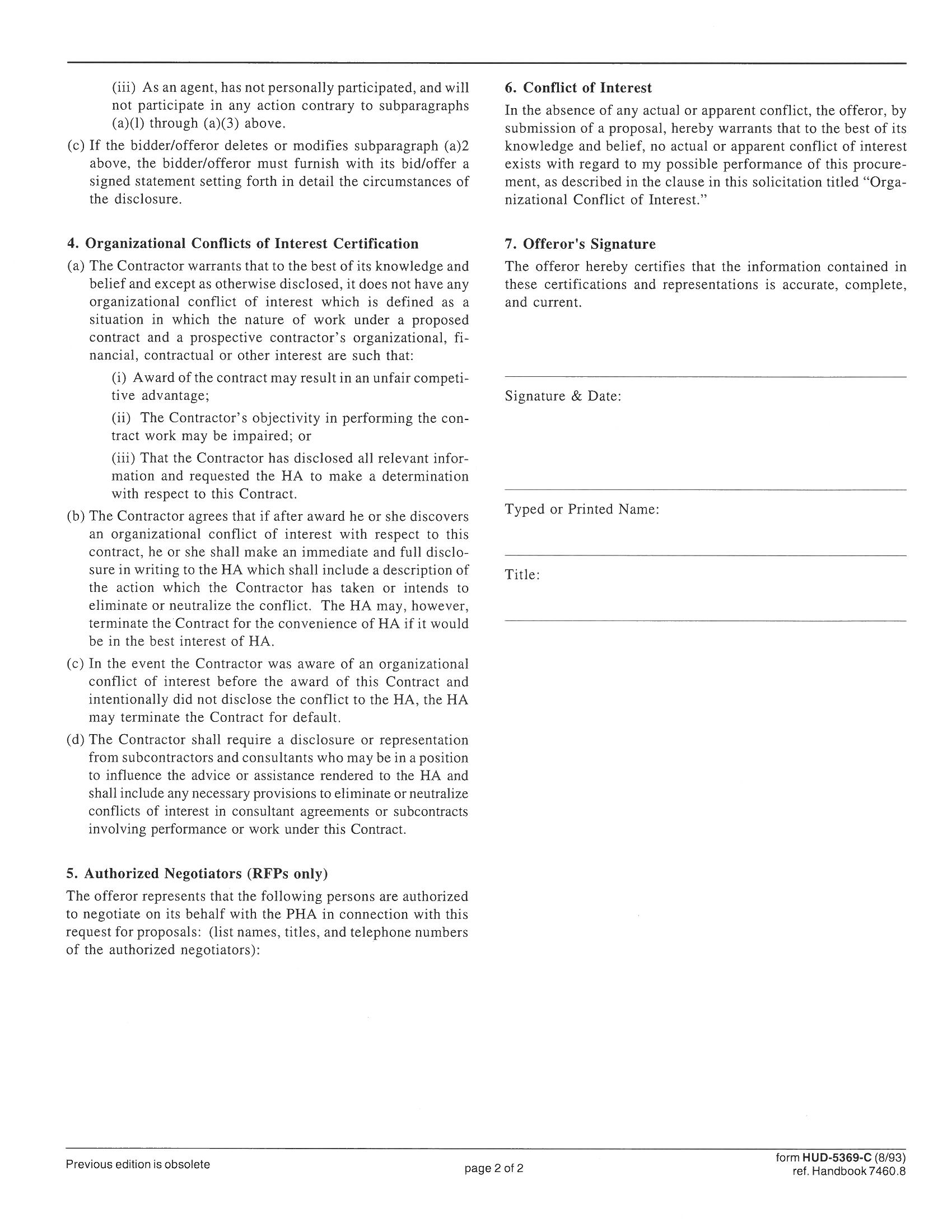
**We accept all CHA terms and conditions without exception: Yes            No          (If supplier is taking exceptions, please state exceptions taken on a separate attached sheet.)**

**NAME OF COMPANY**

**PERSON AUTHORIZED TO SIGN OFFER - Name and title (print or type)**

Signature: Date:





# PROFILE OF FIRM

(1) Prime \_\_\_\_ Subcontractor \_\_\_\_\_ (This form must be completed by and for each).

(2) Name of Firm:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone:\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_

(3) Permanent Main Office Street Address, City, State, Zip:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(4) Year Firm Established:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(5) If a corporation, where incorporated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(6) Former Name and Year Established (if applicable):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(7) Name of Parent Company and Date Acquired (if applicable):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(8) Identify Principals/Partners in Firm (submit under Tab No. 3 a brief professional resume for each):

|  |  |  |
| --- | --- | --- |
| NAME | TITLE | % OF OWNERSHIP |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

(9) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 3 a brief resume for each. (Do not duplicate any resumes required above):

|  |  |
| --- | --- |
| NAME | TITLE |
|  |  |
|  |  |
|  |  |
|  |  |

(10) Bidder Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

🖵 Caucasian 🖵 Public-Held 🖵 Government 🖵 Non-Profit

American (Male) Corporation Agency Organization

\_\_\_\_\_\_\_\_% \_\_\_\_\_\_\_\_\_% \_\_\_\_\_\_\_\_\_% \_\_\_\_\_\_\_\_\_%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

🖵Resident- 🖵African 🖵\*\*Native 🖵Hispanic 🖵Asian/Pacific 🖵Hasidic 🖵Asian/Indian

Owned\* American American American American Jew American

\_\_\_\_\_\_\_% \_\_\_\_\_\_\_% \_\_\_\_\_\_\_% \_\_\_\_\_\_\_% \_\_\_\_\_\_\_\_% \_\_\_\_\_\_% \_\_\_\_\_\_\_\_%

🖵Woman-Owned 🖵Woman-Owned 🖵Disabled 🖵Other (Specify):

(MBE) (Caucasian) Veteran

\_\_\_\_\_\_\_% \_\_\_\_\_\_\_% \_\_\_\_\_\_% \_\_\_\_\_\_\_%

WMBE Certification Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Certified by (Agency):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(NOTE: A Certification Number Not Required To Bid – Enter If Available)

(11) Federal Tax ID No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(12) [APPROPRIATE JURISDICTION] Business License No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(13) State of \_\_\_\_\_\_\_ License Type and No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

##### (14) Workers Compensation Insurance Carrier:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Policy No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Expiration Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(15) General Liability Insurance Carrier:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Policy No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Expiration Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(16) Professional Liability Insurance Carrier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Policy No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Expiration Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(17) Credit available: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(18) Give bank reference:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(19) Provide your Dun & Bradstreet D-U-N-S number if you have one:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(20) Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Chattanooga Housing Authority?

(21) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Tennessee, or any local government agency within or without the State of Tennessee? Yes 🖵 No 🖵

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

##### (22) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes 🖵 No 🖵

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(23) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said bid are true.

(24) Verification Statement: The undersigned bidder hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

(25) The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Chattanooga Housing Authority in verification of the recitals comprising this Statement of Bidder's Qualifications.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature Date Printed Name Company**

**CORPORATION CERTIFICATION**

I, , certify that I am the Secretary of the corporation named as Contractor in the foregoing proposal; that                               who signed this proposal on behalf of the Contractor was then                                            of said corporation; that said proposal was duly signed for and on behalf of said corporation by authority of its Board of Directors; and is within the scope of its corporate powers; and that said corporation is organized under the laws of the State of .

This day of ,               .

Secretary

(Seal)

**PARTNERSHIP CERTIFICATION**

STATE OF

COUNTY OF

On this day of ,             , before me personally appeared

known to me to be the person who executed the above instrument, and who, being duly sworn, did depose and say that                 is a                                                                           in the firm of

and that said firm consists of Affiant and

, and that Affiant executed the foregoing instrument on behalf of said firm for the uses and purposes stated therein, and that no one except the above-named members of the firm have any financial interest whatsoever in said proposed contract.

(Affiant)

Sworn and subscribed to before me, this       day of             ,              .

Notary Public

My Commission Expires:

**The Iran Divestment Act**

**TCA §12-12-101 et. seq.**

**State of Tennessee**

The Iran Divestment Act requires the state’s chief procurement officer to publish and keep updated a list of persons and entities it determines engage in investment activities in Iran ([https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/other/list-of-persons-pursuant-to-tenn-code-iran-divestment/List\_of\_persons\_pursuant\_to\_Tenn.\_Code\_Ann.\_12-12-106\_Iran\_Divestment\_Act\_updated\_with NY04.15.20.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/other/list-of-persons-pursuant-to-tenn-code-iran-divestment/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_with%20NY04.15.20.pdf)). Those who are included on this list are ineligible to contract with the state or any political subdivision. All bids and proposals submitted to political subdivisions must contain the bidder’s sworn statement under the penalties of perjury:

**“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 TCA §12-12-106.”**

The affirmation by each bidder may be submitted electronically. Bids cannot be considered nor awards made to anyone without the required statement.

See documents on CHA website, [www.chahousing.org](http://www.chahousing.org), under “Doing Business” for additional information.

COMPANY NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: ­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

NAME & TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**SAMPLE CONTRACT**

**CONTRACT NO. 21O-921-00**

**Between**

**CHATTANOOGA HOUSING AUTHORITY**

**And**

# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Federal ID No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

**LAWN AND GROUNDS MAINTENANCE AUTHORITY-WIDE**

THIS AGREEMENT is made and entered into this        day of                       , **2021,** by and between the **Chattanooga Housing Authority** (hereinafter referred to as the **"HA"** or **"CHA" OR “Owner”**) and **,** of the City of                     , County of                      , State of                        (hereinafter referred to as **"Contractor"**), and consists of the following documents and all attachments thereto, which are hereby incorporated by reference. If there is any conflict between the documents, the following order of precedence shall govern:

A. The contents herein as may be amended.

B. Contractor’s proposal dated December      , 2021.

C. HA’s Request for Proposals (RFP)) dated November 18, 2021 and addenda.

Incorporated by reference is any document or clause issued as a part of RFP #O-921-00 and any document referenced herein that has not been attached, and a copy of each such document is available from the HA upon written request for such. The mention herein of any statute or executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable nor is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this Agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this Agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.

W I T N E S S E T H:

WHEREAS, the HA and Contractor desire to enter into a Contract for Lawn and Grounds Maintenance Authority-Wide,

NOW, THEREFORE, the HA and Contractor mutually agree as follows:

1. Scope of Services

Contractor will provide the following services and all other services in accordance with the Scope of Work/Technical Specifications contained in the RFP #O-921-00 for Lawn and Grounds Maintenance Authority-Wide and in Contractor’s written proposal dated December       , 2017, which are enclosed herein and made a part of this Agreement:

The Contractor shall furnish all labor, supervision, equipment, permits, transportation, and materials necessary to provide lawn and grounds maintenance services in accordance with the requirements specified herein. The operations to be performed shall include cutting grass, edging, collection and disposal of litter and debris, leaf removal, raking, pruning, weeding, and other miscellaneous services as described herein necessary to provide grounds maintenance. Mulching and lawn overseeding or treatment are alternate tasks which may or may not be incorporated into the contract(s) or may be done at some sites but not others. These operations shall be performed at HA development sites, offices, and other properties in accordance with the Schedule of Work provided in this document (Attachment G).

2. Term of Contract

Services under this Agreement shall commence on or about **February 1, 2022**. The initial Contract period shall be one (1) year. The HA may elect, at its sole discretion, to renew this Contract annually for one (1) additional year at a time for up to four (4) additional years, for a potential five-year term total.

3. Fees and Compensation

The HA will pay Contractor for all said servicesat the Unit/Task Prices provided in the Fixed Fee Schedule (Attachment B) within this Contract for a **TOTAL NOT TO EXCEED (NTE)                                                                                                            AND NO/100 DOLLARS ($                                  )** for the initial one-year (1-year) Contract period as divided below per site, with individual task prices per Contractor’s Fixed Fee Schedule dated December \_\_\_\_, 2021:

College Hill Courts $

Emma Wheeler Homes

Boynton Terrace Apts.

Etc.

**Total Contract** **$**

The HA shall guarantee no minimum or maximum amount of purchase during the lifetime of the Contract. The HA will pay Contractor only for those services performed and materials supplied. Contractor exceeds the NTE amount at his/her own risk. Contractor is under no obligation to provide additional services that would cause the Contractor’s fees to exceed the NTE amount without prior revision of this amount by written amendment.

4. Payment for Services

Contractor shall prepare and submit separate invoices to each individual public housing site (per the list provided) and for separate purchase orders.

At a minimum, the invoice shall detail the following information:

A. Unique invoice number

B. Contractor’s name, address, and telephone number

C. Date of invoice and/or Billing Period

D. Applicable Contract No. 21O-921-00

E. Applicable Purchase Order number

F. Itemized Services Rendered

G. Itemized and Total dollar amount being billed

The HA will pay each such properly completed invoice received thirty (30) days from receipt of invoice or acceptance of service, whichever is later. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this Contract.

5. Wage Rates and Payrolls

Contractor (and subcontractors) must pay employees the minimum wages contained in the Maintenance Wage Rate Decision No. TN4005A effective January 1, 2020, which is attached and incorporated as a part of this contract. These wage rates are subject to change annually throughout the term of the contract. All laborers working onsite will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deduction as are permitted by regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination. Employees shall be paid the appropriate wage rate for the classification of work actually performed, without regard to skill. Employees shall be paid one and one-half times basic rate of pay for all hours worked in excess of 40 in any work week. Contractor (and subcontractors) shall submit weekly for each week contract work is performed a Certified Payroll stating employee names, addresses, Social Security numbers (only first time they appear on payroll), wage rates, classifications, work hours/dates, and other information as may be required by regulations, and certifying that each employee has been paid the full pages earned. Random interviews with employees may also be conducted to verify their job classification and wage rate. Falsification is subject to civil or criminal prosecution. Wage rates and a “Notice To All Employees” form must be posted at the jobsite and/or company office.

6. Funding Restrictions and Order Quantities

The HA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the HA, if:

A. Funding is not available;

B. Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

C. The HA’s requirements in good faith change after award of the contract.

7. Price Changes

As part of its Supplier Excellence Initiative the HA expects its contractors to strive for continuous improvement in their operations, thereby improving quality and service to the HA. An element in this quality is the price of products and services. The Contractor shall look for ways to reduce costs and pass savings along to the HA in the form of stable or reduced prices.

The HA will consider price increases only if it is evident that Contractor is unable to avoid or offset price increases from its supplier(s) through innovative approaches such as volume purchasing or helping supplier control its costs. The HA will not consider any price increase for the first 365 days of the Contract. Thereafter, the HA will only consider one price increase per year per manufacturer.

A. Price increases for all affected items shall be submitted for consideration to the Contracting Officer only on an annual basis. No Unit Price shall be increased unless the Contractor’s unit cost is increased.

B. Items will be furnished at price in effect at time the Request for Delivery is sent to the Contractor. Requests for increases must be submitted to the Contracting Officer in writing or on disks with sufficient data to support the requested increase(s). The HA will evaluate requests for price increases and if acceptable the revised prices will be made effective on the date of receipt or the effective date of the increase, whichever is later.

C. If the Contractor’s net prices to others for like kind and quantity as those ordered by the HA are reduced, the Contractor agrees to give the HA the benefit of such reductions and to notify the Contracting Officer within thirty (30) days of the change. Price reductions will become effective on the date of such reductions to Contractor’s other customers. Price reductions shall include manufacturer’s normal and year-end rebates and/or credits.

D. Any changes in pricing structures identified in the Contractor’s offer shall be negotiated with the HA. (A change of structure is when a manufacturer changes both published price lists and discount scheduled for such lists).

If, as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this Contract shall, subject to the following provisions, be adjusted accordingly. Prompt notice of price changes (increases or reductions) must be furnished to the Contracting Officer. The effective date of price increases shall be the date notice is received by the Contracting Officer or the effective date of the increase stated in the Contractor's notice to the Contracting Officer, whichever is later.  The effective date of price reductions under this Contract shall be the effective date of such reductions. Price changes shall apply only to requests for delivery placed after the effective date of such changes.  A request for delivery will be deemed to have been placed on the date received by the Contractor. However, if a price change results in a price increase which the Contracting Officer, in his or her sole discretion, determines to be unacceptable to the HA or not proven to be applicable to all customers, the HA, in lieu of paying the increased price, may upon written notice, cancel the remainder of the Contract (including any orders mailed by the HA without knowledge of the price increase if canceled within five days of receipt of notice of the increase) without liability to either party. Notwithstanding the foregoing, prices will remain firm at least from the date of the Contractor's offer through 365 days after Contract award; and price increases shall not be applicable to this Contract during that period without regard to any price increases by the Contractor to its other customers, and thereafter the allowable price adjustment increases allowed by the HA shall not be proportionately larger than the general price increases to all Contractor’s other customers.

8. Warranty

The Contractor warrants that all goods and services:

A. Comply with the Contract;

B. Are free from latent and patent defects in design, materials, and workmanship;

C. Are suitable and adequate for the purposes for which they were designed and for other purposes, if any, specified in agreement; and

D. Will give efficient and satisfactory service for one (1) year after their first operation (in case of equipment) or use by the HA in actual service, or, if the agreement provides for an acceptance test, for one (1) year after they have passed such test.

The Contractor shall at its expense, reperform services or remove, repair, replace, and install goods, or parts thereof, which prove defective or deficient in violation of this warranty provision. Any transportation costs associated with such repair or replacement shall also be borne by the Contractor. If it is impractical for the HA to wait for the Contractor, the HA may perform such actions at the Contractor’s expense.

Materials, equipment, or work, or parts thereof, which fail to meet the warranties or other Contract guarantees or requirements may be rejected. However, if correction can be made through minor alterations or replacement of minor parts, and the Contractor proceeds immediately to make required corrections, the goods or services shall not be rejected because of defects or deficiencies so corrected. Correction shall not extend performance time or prevent any claim for damages resulting from delay in performance or from any other cause. Operation or use by the HA of goods or services or any part thereof shall not constitute a waiver of the HA’s rights under this Contract.

Any reperformed service or repair or replacement will be warranted as provided in (A) through (D) above.

The Contractor warrants that all goods or services are free from claims, demands, and encumbrances and that it will defend title thereto.

The foregoing warranties and remedies are in addition to any specific warranties, guarantees, or remedies contained in this agreement or available at law.

9. Right To Audit

A. Examination of Costs. The Contractor shall maintain, and the Contracting Officer or representatives of the Contracting Officer shall have the right to examine and audit books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred in performing this agreement and as to which the Contractor seeks reimbursement or payment under any provision of this agreement. This right of examination and audit shall include inspection at all reasonable times of the Contractor's facilities, or parts of them, engaged in performing the agreement.

B. Cost or Pricing Data. If the Contractor has submitted cost or pricing data in connection with pricing this agreement or any modification to this agreement, the Contracting Officer or representatives of the Contracting Officer shall have the right to examine and audit all books, records, documents, and other data of the Contractor (including computations and projections) related to proposing, negotiating, pricing, or performing the agreement or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination and audit shall extend to all information necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used.

C. Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or representatives of the Contracting Officer shall have the right to examine and audit books, records, other documents, and supporting materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

D. Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraphs 1. and 2. above, for examination, audit, or reproduction, until 3 years after final payment under this agreement, or for any shorter period specified in this agreement, or for any longer period required by statute or by other clauses of this agreement. In addition: (1) this agreement is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement; and (2) records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this agreement shall be made available until such appeals, litigation, or claims are disposed of.

E. The Chief Financial Officer, his or her representative, shall have the same rights of examination and audit hereunder as those of the Contracting Officer.

F. The Contractor shall insert a clause containing all the terms of this clause, including this paragraph, in all subcontracts over $10,000 under this agreement, altering the clause only as necessary to identify properly the contracting parties and the Contracting Officer under the HA prime agreement.

10. Termination of Contract

This Contract and all services to be rendered hereunder may be terminated by HA at any time with or without cause, by giving the Contractor written notice of such termination. In such event, all finished and unfinished documents, project data, reports and work papers shall, at the option of the HA, become its property and shall be delivered to it or to any party it may designate. In the eventsuchterminationis made for cause, compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in such termination. "Cause" is defined as the willful or grossly negligent failure of either party to comply substantially with the terms of this Contract**.** In the event of termination other than for cause, the HA shall pay Contractor for all services performed and expenses incurred until such termination becomeseffective and any subsequent services performed or expenses incurred if such subsequent services or expenses are requested by HA.

11. Insurance Requirements

All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the Contract period, Contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the HA. The maintenance of such insurance will not in any manner affect Contractor’s obligation to indemnify the HA as provided in provision 20 below, but maintenance of such approved insurance shall be a condition precedent to the payment to Contractor of the compensation for the work and services provided for herein. All Certificates of Insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least **thirty (30) days** prior written notice has been given to the HA; **must list Chattanooga Housing Authority as the Certificate Holder and as “Additional Insured;” list the sites/work; and be original documents**. Before commencing work, Contractor shall furnish HA with Certificate(s) of insurance showing the following insurance is in force and will insure all operations under the Contract:

A. Workers Compensation, in accordance with the laws of the State of Tennessee, showing insurance carrier and coverage amount.

B. Commercial General Liability (naming the HA as an Additional Insured, along with the applicable endorsement) with a combined single limit for bodily injury and property damage of not less than:

* If contract is $100,000 or more per year - **$1,000,000.00** per occurrence, general aggregate minimum limit of $1,000,000, together with damage to premises and fire damage of $50,000 and medical expenses any one person of $5,000), with a deductible of not greater than $1,000; or
* If contract is less than $100,000 per year - **$500,000.00** per occurrence, general aggregate minimum limit of $500,000, together with damage to premises and fire damage of $50,000 and medical expenses any one person of $5,000), with a deductible of not greater than $1,000.

C. Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in conjunction therewith for a combined single limit for bodily injury and property damage of not less than **$500,000.00** per occurrence. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than $50,000/$100,000 and medical payment of $5,000.

D. Failure to maintain the above-referenced insurance coverage, including naming the Chattanooga Housing Authority as Additional Insured (where appropriate), or failure to maintain the licensing requirements during the term(s) of this Contract shall constitute a material breach thereof.

E. Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the HA:

Kristy Hays/Procurement Dept.

CHATTANOOGA HOUSING AUTHORITY

801 N. Holtzclaw Avenue

Chattanooga, TN 37404

[khays@chahousing.org](mailto:khays@chahousing.org)

12. Financial Viability and Regulatory Compliance

A. The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this Contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state or local taxes or business assessments.

B. The Contractoragrees to promptly disclose to the HA any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this Contract. The failure by the Contractorto disclose such issue to the HA in writing within five (5) days of such notification received will constitute a material breach of this Contract.

C. The Contractorfurther agrees to promptly disclose to the HA any change of more than fifty percent (50%) of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this Contract. The failure of the Contractor to disclose any change of more than fifty percent (50%) of its ownership and/or its declaration of bankruptcy within five (5) days of said actions shall constitute a material breach of this Contract.

D. All disclosures made pursuant to this section of the Contract shall be made in writing and submitted to HA within the time periods required herein.

13. Permits

Unless otherwise stated in the RFP documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this RFP, whether or not they are known to either the HA or the bidders at the time of the bid submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to the RFP shall reflect all costs required by the Contractor to procure and provide such necessary permits.

14. Health, Safety and Accident Prevention

In performing this contract, Contractor (and subcontractors) shall:

A. Comply with all safety regulations and standards governing this type of labor as issued by the Secretary of Labor and by all local, state, and federal entities.

B. Protect the lives, health, and safety of employees and all other persons.

C. Prevent damage to property, materials, supplies, and equipment.

15. Taxes

All persons doing business with the HA are hereby made aware that the HA is exempt from paying Tennessee State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

16. Jurisdiction of Law

The laws of the State of Tennessee shall govern the validity, construction, and effect of this Agreement, unless said laws are superseded by, or in conflict with, applicable Federal laws and/or Federal regulations. This Agreement will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Hamilton County, Tennessee is the appropriate forum for any action relating to this Agreement. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney fees and costs incurred by such prevailing party. This Agreement may be signed in counterparts.

17. Official, Agent, and Employees of the Authority Not Personally Liable

In no event shall any official, officer, employee, or agent of the HA in any way be personally liable or responsible for any covenant or Agreement herein contained whether expressed or implied, nor for any statement, representation, or warranty made herein or in any connection with this Agreement.

18. Assignability of Contract

The HA’s rights under this contract may, at the HA’s sole discretion, be assigned per site to another entity such as a subsidiary of the HA or a management partner of the HA.

19. Limitation of Liability

In no event shall the HA be liable to the Contractor for any indirect, incidental, consequential, or exemplary damages.

20. Indemnification Clause

Contractor agrees to indemnify, hold harmless, and defend the HA, their Commissioners, employees, officers and agents, from and against all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incident thereto (including but not limited to the cost of defense, settlement, judgment, and reasonable attorney fees), which the HA may hereafter incur, become responsible for, or pay out as a result of death or bodily injury or property damage to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders for work done pursuant to the terms of this agreement, except liability for personal injury, property damage and/or loss of life or property caused by the sole negligence of the HA. Nothing contained herein shall waive any privileges or immunities set forth under the Tennessee Governmental Tort Liability Act.

21. Waiver of Breach

A waiver of either party of any terms or conditions of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

22. Validity

Should any part, term, or provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected.

IN WITNESS WHEREOF, the HA and Contractor have caused this Agreement to be executed by their duly authorized representatives this      day of                      , 2021.

**CHATTANOOGA HOUSING AUTHORITY**

**WITNESS:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Elizabeth F. McCright**

**Contracting Officer**

**CONTRACTOR**

**(License #\_\_\_\_\_\_\_\_\_\_\_)**

**WITNESS:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name**

**Title**

**Estimated Schedule of Work Effective 2/1/22**

**1. Grass Cutting, Including Debris Removal and Grass Trimming:**

**APPROX. DATES**

**MONTH SCHEDULE TO MEET INTERVALS**

# January No Cuts ----

# February Once per Month ~15th

March Twice per Month ~7th & 21st

April Twice per Month ~7th & 21st

May thru August Once every 10 Days ~1st ,11th & 21st

September Twice per Month ~7th & 21st

October Twice per Month ~7th & 21st

November Once per Month ~15th

December Once per Month ~15th

**2. Edging, Including Maintaining Beds and Weeding:**

**APPROXIMATE**

**MONTH SCHEDULE DATES**

# January No Edging ----

# February No Edging ----

March Once per Month ~7th

April Once per Month ~7th

May thru August Twice per Month ~1st & 21st

September Twice per Month ~7th & 21st

October Once per Month ~7th

November Once per Month ~15th

December No Edging ----

**3. Pruning, Seeding, Mulching, Lawn Treatments & Leaf Removal:**

**APPROXIMATE**

**MONTH SCHEDULE DATES**

January Leaf Removal ~15th

March Prune Once, Treatment, ~7th

Mulch

May Prune Once ~1st

July Prune Once ~21st

September Prune Once, Seed Grass ~7th

October Leaf Removal ~30th

November Treatment ~15th

Leaf Removal ~15th & 30th

December Leaf Removal ~15th & 30th

**REVISED FOR EMMA WHEELER HOMES ONLY**

**Estimated Schedule of Work Effective 2/1/22**

**1. Grass Cutting, Including Debris Removal and Grass Trimming:**

**APPROX. DATES**

**MONTH SCHEDULE TO MEET INTERVALS**

# January No Cuts ----

# February No Cuts ----

March Twice per Month ~7th & 21st

April Twice per Month ~7th & 21st

May thru August Once every 10 Days ~1st ,11th & 21st

September Twice per Month ~7th & 21st

October Twice per Month ~7th & 21st

November Once per Month ~15th

December No Cuts ~15th

**2. Edging, Including Maintaining Beds and Weeding:**

**APPROXIMATE**

**MONTH SCHEDULE DATES**

# January No Edging (or any of #2) ----

# February No Edging (or any of #2) ----

March No Edging (or any of #2) ----

April No Edging (or any of #2) ----

May thru August No Edging (or any of #2) ----

September No Edging (or any of #2) ----

October No Edging (or any of #2) ----

November No Edging (or any of #2) ----

December No Edging (or any of #2) ----

**3. Pruning~~, Seeding, Mulching, Lawn Treatments~~ & Leaf Removal:**

**APPROXIMATE**

**MONTH SCHEDULE DATES**

January No Leaf Removal ~15th

March Prune Once ~7th

May Prune Once ~1st

July Prune Once ~21st

September Prune Once ~7th

October Leaf Removal ~30th

November Leaf Removal ~15th & 30th

December Leaf Removal ~15th & 30th

CHANGES:

* Eliminate ALL Seeding, Mulching & Lawn Treatments
* Leaf Removal (All leaves & debris shall be removed the same day as they are collected and be disposed of off HA property.)
* Other cuts may be requested as needed due to rainy weather resulting in faster growing grass or deleted if too dry. Manager or Maintenance Manager will notify Contractor if an extra cut is needed or 3 days prior to canceling a task.

Chattanooga Housing Authority **Public Housing Development Sites**

**College Hill Courts**

1300 Grove St 37402

TN004000001 (497 Units)

1-BR, 2-BR, 3-BR

(423) 752-4870

Fax: 648-7826

Mgr: Jason Farmer

(423) 504-7869

[jfarmer@chahousing.org](mailto:jfarmer@chahousing.org)

Maint: Nick Wiggins

(423) 991-7783

[nwiggins@chahousing.org](mailto:nwiggins@chahousing.org)

**East Lake Courts**

2600 4th Avenue, 37407

TN004000002 (417 Units)

1-BR, 2-BR, 3-BR

(423) 752-4885

Fax: 648-7790

Mgr: Natasha McKinley

(423) 503-1709

[nmckinley@chahousing.org](mailto:nmckinley@chahousing.org)

Maint: Larry Daniels (Interim)

(423) 605-9459

[ldaniels@chahousing.org](mailto:ldaniels@chahousing.org)

**Mary Walker Towers (\*1)**

2501 S. Market Street, 37408

TN004000007 (153 Units)

1-BR

(423) 752-4892

Fax: 648-7694

Mgr: James Tucker

(423) 362-0428

[jtucker@chahousing.org](mailto:jtucker@chahousing.org)

Maint: Robert Craven

(423) 400-0496

[rcraven@chahousing.org](mailto:rcraven@chahousing.org)

**Emma Wheeler Homes**

4900 Edinburg Drive, 37410

TN004000008 (340 Units)

1-BR, 2-BR, 3-BR, 4-BR, 5-BR

(423) 752-4883

Fax: 821-9801

Mgr: Eva Jones

Cell:

[ejones@chahousing.org](mailto:ejones@chahousing.org)

Maint: Robert Lockett

(423) 227-9329

[rlockett@chahousing.org](mailto:rlockett@chahousing.org)

**Boynton Terrace Apts. (\*1)**

955 Boynton Drive, 37402

TN4004000010 (250 Units)

1-BR

(423) 752-4865

Fax: 648-7764

Mgr: Melanie White

(423)

[mwhite@chahousing.org](mailto:mwhite@chahousing.org)

Maint: Earl Ayers

(423) 356-5630

[eayers@chahousing.org](mailto:eayers@chahousing.org)

**GREENWOOD TERRACE, LLC**

3056 Dee Drive, 37406

TN004000033 (98 Units)

2-BR, 3-BR, 4-BR, 5-BR

(423) 752-4187

Fax: 648-2604

Mgr: Anthony Fears

(423) 488-1164

[afears@chahousing.org](mailto:afears@chahousing.org)

Maint: Vernon Sneed

(423) 551-2391

[vsneed@chahousing.org](mailto:vsneed@chahousing.org)

**Emerald Villages (4 Sites)**

(Use Greenwood Terrace address/info above)

**Glenwood Heights East**

2516 Judson Lane, 37406

TN004000012 (29 Units)

2-BR, 3-BR, 5-BR

**Missionary Heights**

500 Latimore Street, 37406

TN004000012 (44 Units)

2-BR & 3-BR

**Glenwood Heights North**

100-114 Devel Lane, 37405

TN004000012 (14 Units)

2-BR, 3-BR, 4-BR

**Woodside**

3012 Woodside Avenue, 37407

TN004000012 (24 Units)

2-BR, 3-BR, 4-BR, 5-BR

**FAIRMOUNT TOWNHOMES**

(Use Greenwood Terrace address/info above)

1311 Fairmount Avenue, 37405

TN004000034 (18 Units)

2-BR & 3-BR

**Cromwell Hills Apts.**

3940 Camellia Drive, 37421

TN004000021 (200 Units)

1-BR, 2-BR, 3-BR, 4-BR

(423) 752-4888

Fax: 648-7522

Mgr: Latonia Grant

(423) 653-2238

[lgrant@chahousing.org](mailto:lgrant@chahousing.org)

Maint: Mike Woods

(423) 718-1761

[mwoods@chahousing.org](mailto:mwoods@chahousing.org)

**Gateway Towers (\*1)**

1100 Gateway Avenue, 37402

TN004000022 (132 Units)

1-BR

(423) 752-4890

Fax: 648-7652

Mgr: James Tucker

(423) 362-0428

[jtucker@chahousing.org](mailto:jtucker@chahousing.org)

Maint: Robert Craven

(423) 400-0496

[rcraven@chahousing.org](mailto:rcraven@chahousing.org)

**Dogwood Manor (\*1)**

959 Gateway Avenue, 37402

TN004000036 (136 Units)

1-BR

(423) 668-2323

Fax: 266-0837

Mgr: Melanie White

(423)

[mwhite@chahousing.org](mailto:mwhite@chahousing.org)

Maint: Allen Lee

(423) 424-9384

[alee@chahousing.org](mailto:alee@chahousing.org)

\*1 = 62 Years & Older

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**Maintenance Wage Rates for Chattanooga Housing Authority for 2021**

CHA Job Title Base Wage

Maintenance Technician I $9.98/hr

*Includes (Maintenance Laborer,*

*Painter, Grounds Maintenance Laborer,*

*Maintenance Mechanic Assistant)*

Maintenance Technician II $12.23/hr

*Includes (Carpenter, Equipment Operator,*

*Maintenance Mechanic, Sheetrock Hanger,*

*Sheetrock Finisher, Welder, Concrete Finisher)*

Maintenance Technician III $12.73/hr

*Includes (Electrician, Plumber,*

*HVAC Mechanic)*

**NOTICE**

**TO ALL**

**EMPLOYEES**

**Working on Federal or Federally Financed Construction Projects**

**MINIMUM** You must be paid not less than the wage rate

**WAGES** in the schedule posted with this Notice for the

kind of work you perform.

**OVERTIME** You must be paid not less than one and one-half

times your basic rate of pay for all hours worked

over 40 a week. There are some exceptions.

**APPRENTICES** Apprentice rates apply only to apprentices

properly registered under approved Federal or

State apprenticeship programs.

**PROPER** If you do not receive proper pay, contact the

**PAY** Contracting Officer listed below:

**MARK A. BELL, Project Manager**

**DEVELOPMENT DEPARTMENT**

**Chattanooga Housing Authority**

**801 N. Holtzclaw Avenue**

**Chattanooga, Tennessee 37404**

or you may contact the nearest office of the

Wage and Hour Division, U.S. Department of

Labor. The Wage and Hour Division has offices

in several hundred communities throughout the

country. They are listed in the U.S. Government

section of most telephone directories under: **U.S.**

**Dept. of Labor Employment Standards Administration**

**U.S. Department of Labor**

**WH Publication 1321 Employment Standards**

**Revised January 1986 Administration**

**Wage and Hour Division**