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**REQUEST FOR POPOSALS (RFP)**

**SOLICITATION NO. O-855-00**

**INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT**

**BEDBUG INSPECTION, TREATMENT,**

**& CONTROL AUTHORITY-WIDE**



**CHATTANOOGA HOUSING AUTHORITY**

**CHATTANOOGA, TN**

Request for Proposals Issued on November 1, 2019

# Presubmission Conference at 11:00 A.M. EST on November 12, 2019

## Proposals Due by 4:00 P.M. EST on November 19, 2019

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**RFP No. O-855-00**

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**INTRODUCTION**

The Chattanooga Housing Authority (hereinafter, “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 is headed by an executive director and is governed by a seven-person Board of Commissioners and is subject to the requirements of Title 2 of the Code of Federal Regulations (hereinafter, “CFR”), Part 200, and the HA’s procurement policy.

Currently, the HA has approximately 141 employees. CHA’s portfolio consists of 14 public housing communities with a total of 2,658 units scattered through the City of Chattanooga. CHA also administers a total of 3,568 Section 8 Housing Choice Vouchers, totaling over 6,000 potential assisted units.

In keeping with its mandate to provide efficient and effective services, the HA is now soliciting proposals from qualified, licensed, and insured entities to provide Bedbug Inspection, Treatment, and Control Services Authority-Wide. 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 in their entirety.

**RFP INFORMATION AT A GLANCE**

**[Table No. 1]**

|  |  |
| --- | --- |
| HA CONTACT PERSON | Debbie Chadwick, Phone/Fax: 423-752-4192, [dchadwick@chahousing.org](mailto:dchadwick@chahousing.org) |
| HOW TO OBTAIN THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE ***Offeror is responsible for downloading/reviewing all referenced documents in the RFP (certifications, instructions, mandatory clauses, etc.)*** | 1. Access [www.chahousing.org](http://www.chahousing.org). 2. Click on “Doing Business with CHA” at the top. 3. Click on the correct solicitation under “RFP/Bids.” 4. Most of the referenced RFP documents may be found in this area, too. (Non-Construction Contracts, Forms, Section 3, & Iran Divestment Act) |
| PRESUBMISSION CONFERENCE | Tuesday, November 12, 2019, 11:00 AM EST.  Board Room at Chattanooga Housing Authority Central Office, 801 N. Holtzclaw Ave., Chattanooga, TN 37404. **An Offeror may dial in to the Presubmission Conference if desired at 1‑267-930-4000 (participant ID: 506951640#). Notify Contact Person beforehand.** |
| DEADLINE FOR QUESTIONS | Questions should be submitted by email to [dchadwick@chahousing.org](mailto:dchadwick@chahousing.org) by 5:00 PM EST on November 12, 2019; addenda to the RFP will be issued as necessary. |
| HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL | As instructed within Section 3.0 of the RFP document, submission of 1 ***Electronic*** proposal in pdf/A (Archival) format by email is mandatory. ***Log on to Vendor Registry.com and submit your proposal online through their website*.** 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 | **Tuesday, November 19, 2019, 4:00 PM EST**  The final PDF proposal and Fixed Fee Schedule (separate documents) must be posted on the Vendor Registry website no later than 4:00 PM on this date. |
| ANTICIPATED APPROVAL BY HA BOARDOF COMMISSIONERS (if applicable) | Tuesday, December 3, 2019  Chattanooga Housing Authority Board Room  801 N. Holtzclaw Ave., Chattanooga, TN 37404 |
| ANTICIPATED COMMENCEMENT OF WORK | Goal is **January 15, 2020**. |

(See Instructions to Offerors on CHA website under Non-Construction Forms.)

1. **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 otherwise 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. By accessing the internet site and downloading this document or otherwise obtaining this document, each prospective Proposer is thereby agreeing to abide by all terms and conditions listed within this document (or included by reference) and within the noted Internet site, and further agrees that he/she will inform the HA Purchasing Agent (PA) in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the HA that he/she feels needs to be addressed 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.

1.8 The HA reserves the right to retain all proposals submitted and not permit withdrawal for a period of ninety (90) days subsequent to the deadline for receiving proposals without the written consent of the HA.

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

1.10 The HA may award at least four (4) or more contracts (one or two with the HA and one or two with Greenwood Terrace, LLC, a subsidiary of the HA, and with other subsidiaries as may be appropriate) 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. The HA reserves the right to make a partial award, split award, or no award. We would prefer to have more than one provider available.

1.11 The HA reserves the right to terminate any contract awarded pursuant to this RFP at any time, in part or in whole, for its convenience upon ten (10) days’ written notice to the successful proposer(s).

1.12 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.

1.13 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 for that or other reasons. The HA will negotiate with the Offeror with the next highest rating to award the work to them. If agreement cannot be reached with that Offeror, the HA may go to the Offeror with the next highest rating and so on. The HA may also use another Offeror temporarily if the awarded Offeror is temporarily incapacitated.**

1.15 **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 the services for the inspection, treatment, and control of bedbugs at HA properties as described below.

2.1 **Background Information:** The HA has fourteen (14) separate housing developments plus the Central Office. The number of units at each and bedroom sizes are on the Fixed Fee Schedule (Attachment B). See additional list of HA properties with addresses and general contact information (Attachment G). We have both highrise sites (4), which house mostly elderly and handicapped individuals, and family sites, which may be individual homes, duplexes, or multiunit two- or three-story buildings. Contractor might suggest different practices for different sites.

2.2 **General Requirements:**

2.2.1 The HA requires education, inspection, treatment, and monitoring services for the control of bedbugs only through this Contract. Contracts are already in place to handle insects (roaches, ants, waterbugs, silverfish, bees, wasps), rodents (mice, rats), and termites. The HA’s goal for its bedbug control program is to maintain a high degree of understanding of the bedbug issue on the part of both residents and staff, continuously maintain accurate information regarding the current prevalence of bedbugs at each development, eradicate bedbugs from all living spaces and common areas, take all necessary actions in conjunction with treatment plans to prevent re-occurrence, and minimize to the greatest degree possible the overall infestation rate at CHA properties.

2.2.2 It is not the intent of these specifications to fully describe the detailed means or methods to be selected by the Contractor or all of the minor items of workmanship and materials that may be required. The Contractor’s proposal submitted as a result of this solicitation should define in detail the means and methods of accomplishing the control of bedbugs throughout the HA properties. Though not specified or shown, the Contractor shall furnish as part of proposed cost of the work all professional services, equipment, materials, and supplies which are customary and necessary to perform this type of work and incidental to the proper completion of treatment and future control of bedbugs at HA properties.

2.2.3 Work will be assigned by Task Orders, and a Task Order number will be required before performing work. Work will be invoiced per individual site (addressed to that site) and must include both PO number and Task Order number.

2.2.4 The treatments required by these specifications will all take place and are contained within the boundaries of HA and HA subsidiary properties. The properties subject to treatment are listed on the Fixed Fee Schedule (Attachment B). All information should be field verified.

2.2.5 The HA is currently *managing one* property (Greenwood Terrace Apartments at 3056 Dee Drive) for Greenwood Terrace, LLC, a subsidiary of the HA. Services for this site will be handled under separate contract(s) with Greenwood Terrace, LLC.

2.3 **Specific Requirements:**

2.3.1 Conduct 1-hour educational session and provide materials on bedbug prevention and treatment for residents, as may be requested by the HA from time to time by Task Order.

**Materials To Be Submitted With Proposal:** Description of educational approach for residents, recommendations, and educational materials.

2.3.2 Conduct 1-hour educational session and provide materials on bedbug prevention and treatment for staff, as may be requested by the HA from time to time by Task Order.

**Materials To Be Submitted With Proposal:** Description of educational approach for staff, recommendations, and educational materials.

2.3.3 Conduct stand-alone inspection/assessments, detection, and monitoring of common areas and resident-occupied or vacant units for the presence of bedbugs, as may be requested by the HA from time to time by Task Order. Dwelling unit inspections shall include a limited under-the-covers inspection of a representative portion of each mattress, and a detailed inspection of each significant furniture item in the main living area likely to harbor infestation. Firm will email electronic report meeting HA requirements within 24 hours of inspection for each dwelling unit inspection, listing, at a minimum, Task Order No., unit no., date, inspector, items inspected, number of bedbugs found and their location, pitfall monitoring traps placed and their location, the level of clutter and number of pieces of furniture in the apartment, general notes for the inspection and (if bedbugs found) recommended prep and treatment plan and any potential barriers.

**Materials To Be Submitted With Proposal:** Description of inspection approach, typical time allotted for thoroughly inspecting various sizes of apartments, procedures, and current recommendations. Proposal should acknowledge the firm’s ability and agreement to provide the required reporting as described above.

2.3.4 Apply treatments for prevention of bedbug infestation in CHA-owned properties, as may be requested by the HA from time to time by Task Order. Plan should be refined as new methodologies and information become available. Although an estimated price is requested for treatment of Common Areas on the Fixed Fee Schedule, actual prices may need to be negotiated further according to the need, but still striving to not exceed the estimated price submitted.

**Materials To Be Submitted With Proposal:** Description of firm’s recommended and proposed prevention approach, for both common areas and apartments in multi-family housing facilities and HA offices.

2.3.5 Develop treatment plans and apply treatments to eradicate bedbugs in common areas, resident-occupied and vacant units, as may be requested by the HA from time to time by Task Order. Treatment plans shall:

* Incorporate any likely difficulty in treatment preparation, as well as likely sources of re-infestation;
* Incorporate inspecting and/or monitoring to account for the possibility of dispersal.
* Utilize the most effective combination of chemical/physical/heat methodologies to address the problem for that unit.
* Use chemical products to the fullest extent permitted by the product’s label.
* Consider the use of products having residual effects, contact effects, as well as dust-type products.
* Consider heat treatments, which are permitted under the treatment plan with or without ancillary chemical treatments. Equipment must provide remote monitoring of at least 5 temperature probes, placed in hard-to-heat locations.
* Include, for each treatment, an email electronic report meeting HA requirements within 24 hours of treatment, listing, at a minimum, Task Order No., unit no., date, pest control applicator, products applied and locations applied. For heat treatments, report shall include time vs. temperature profile for each of the 5 probes, showing a “time at temperature” sufficient to achieve bedbug control.
* Treatments shall include vacuuming of live bedbugs/eggs where found, and also during post-treatment to remove dead bugs and debris, so that any new activity can be more readily identified.
* Treatments shall include post-treatment monitoring using pitfall traps (2 per room).
* Treatments shall include repeat monitoring and retreatment visits until unit achieves bedbug clearance, defined as no activity seen for at least 1 week. Typical number of followup visits to be included with Initial Treatment Price is two (2).
* Treatments shall include a warranty against re-appearance after a unit has been cleared.

**Materials To Be Submitted With Proposal:** Description of firm’s proposed bedbug treatment protocol, including:

* Sample, representative treatment plan for common scenario (in practice, of course, the plan will depend on the situation). Describe procedures and current recommendations for inspection and treatment process and each treatment modality. Describe the length of time needed for the technician(s) to conduct a typical inspection process, and the length of time needed for each type of treatment, including any differences in inspection/treatment times for different types of building construction. Describe the typical number, types and timing of followup visits for monitoring and re-treatment to be included. Describe different levels of preparation that may be needed in different scenarios, and describe how long resident(s) must be out of unit in each case.
* All chemical/physical products to be used (including manufacturer’s information sheet and Safety Data Sheet for each) for 1) residual treatment products, 2) contact treatment products, and 3) residual dust products.
* Your firm’s rotation protocol for chemical/physical products.
* Heat treatment equipment to be used (if any).
* Acknowledgment of the firm’s ability and agreement to meet the requirements and provide the required reporting as described above.
* Describe your firm's warranty, the conditions under which the warranty would and would not apply, and the process by which the HA would make a claim on the warranty for treatment work.

2.3.6 **Additional Related Work That May Be Required:** Please note thatif 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.

2.3.7 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.

2.4 **Contractor’s Responsibilities Under Contract:**

2.4.1 The HA may require inspection of units as they are made ready for occupancy if the units have had previous problems with bedbugs.

2.4.2 Contractor shall respond to any emergency condition within 24 hours of notification. Infestation in a highrise building would be considered more critical than in the smaller buildings at family sites because of the greater risk that the entire building might become quickly infested. All noncritical situations will be addressed within, but not later than, one week of notification, including make‑ready units as necessary. Contractor's adherence to agreed-upon treatment date/time for any particular unit shall be considered critical; in order to meet its own deadlines and schedules, CHA must be able to rely on the selected vendor to stick to a prearranged treatment date/time.

2.4.3 Contractor is to warranty all treatments performed. As stated in Section 2.3.5 above, your proposal must detail your firm's warranty, the conditions under which it would apply, and the process by which the HA would make a claim under that warranty.

2.4.4 Contractor shall provide adequate security to protect its own property, and to protect the condition of the apartments in its charge during actual application service. Costs for repair of damages caused by Contractor negligence will be charged back to the Contractor.

2.4.5 The Contractor's work shall be performed during the regular working days and hours of the Chattanooga Housing Authority, which are Monday through Friday, 8:30 a.m. to 5:00 p.m. weekly except for holidays. Site management may permit emergency calls outside of the normal business hours. The HA has ten (10) official holidays, which are:

* New Year's Day (January 1)
* Martin Luther King, Jr. Day (third Monday in January)
* President’s Day (third Monday in February)
* Good Friday
* Memorial Day (last Monday in May)
* Independence Day (July 4)
* Labor Day (first Monday in September)
* Thanksgiving (fourth Thursday in November)
* Day after Thanksgiving
* Christmas (December 25)

2.4.6 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, Offeror shall report it at once to the HA in writing.

2.4.7 **Chemicals and Applications:** The Contractor shall propose from the diverse methods and chemicals promoted by exterminators for bedbugs what they deem best to be utilized by the HA. In all cases the materials used in the work shall conform to Federal, State, and local ordinances and laws. All of the work shall be performed in a safe manner and in accordance with the most modern and effective bedbug control procedures in the industry. Trained, experienced technicians working under the supervision of a certified applicator shall perform all work. The certified applicator must be present at all times during extermination activities. All pesticides must be registered with the Environmental Protection Agency and applied in keeping with label directions. Technicians shall be furnished with required safety equipment. Warning place cards shall be posted as deemed necessary by the Contractor. Treatment of units occupied by residents with respiratory or other conditions may require the Contractor to deviate from using their standard treatment methods or chemicals.

2.4.8 **Procedures Prior To and After Treatment:**

2.4.8.1 The Service Technicians shall make their presence known to a designated person at the HA site upon arrival and again upon completion of the treatment.

2.4.8.2 A report of the Technician's inspection/treatment activity shall be completed as described in 2.3.5 and emailed to the distribution list provided by the HA.

2.4.8.3 Followup monitoring and re-treatment visits shall be scheduled.

2.5 **HA's Responsibilities Under Contract:**

2.5.1 The HA will pay only for services as rendered per Unit Prices on the Fixed Fee Schedule (Attachment B). The HA shall guarantee no minimum or maximum amount of purchase during the lifetime of the Contract.

2.5.2 HA staff shall provide proper notice to residents that inspection or extermination treatment will be performed on a specific date or dates. Such notice shall include all tasks that resident should perform in preparation for the inspection or extermination.

2.5.3 The HA will not provide any HA staff to assist the Contractor in performing their scheduled work, but will ensure access to the units.

2.5.4 HA management at individual sites may agree to additional hours outside of their normal operating schedule. 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.

2.5.5 Should either party require a deviation from the determined schedule for inspections or treatments, notification shall be made as soon as possible in advance of the change.

2.5.6 HA staff shall make every effort to monitor units reported with housekeeping problems and take appropriate action as allowed by the terms of the HA’s lease.

2.5.7 HA staff are responsible for making requests in a timely manner for callback treatments and inspection/treatment of make-ready units during vacancy and/or just before occupancy by a new tenant if they have had previous problems with bedbugs in that unit.

2.5.8 HA site management shall provide amendment documentation to Procurement in a timely manner for additional services above and beyond those considered a regular part of the Contract. Procurement shall prepare official amendment documents.

**3.0 PROPOSAL SUBMISSION REQUIREMENTS:** This section describes the requirements for the proposal package and submission to the CHA in response to the RFP. All proposals must be submitted and received online at [www.vendorregistry.com](http://www.vendorregistry.com) no later than the submittal deadline stated herein (or within any ensuing addendum). *A total of one (1) electronic/digital copy* in pdf/A (Archival) format must be submitted, with the *Fixed Fee Schedule submitted as a separate file*.

***The documents must clearly state they are proposals in response to*:**

**RFP #O-855-00 – BEDBUG INSPECTION, TREATMENT, & CONTROL – DUE BY 4:00 P.M., 11/19/19**

Offeror’s full contact information should be included in the proposal. Proposals submitted after the published deadline will not be accepted.

3.1 **Submission Conditions:**  DO NOT MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers 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 proposer, 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 proposer is thereby agreeing to confirm all notices that the HA delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addenda pertaining to this RFP.

3.2 **Proposal Format:** Electronic submission in pdf/A (Archival) format transmitted by email is requested; Fixed Fee Schedule must be a separate file. For ease of copying and filing, the original hard copy (required from awardee only) should be in 8.5” x 11” format only and may be bound with a simple steel binder clip or in 3-ring binders, folders, etc. (which would allow us to make copies and conveniently return the submittal to its original condition).

3.3 **Order of Proposal Submittal:** The HA intends to retain the successful proposer pursuant to a “Best Value” basis, not a “Low Bid” basis ("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). 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.

3.4 **Proposal Content and Order of Presentation:**  The HA intends to retain the successful proposer pursuant to a “Best Value” basis, not a “Low Bid” basis ("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). Therefore, so that the HA can properly evaluate the offers received, all proposals submitted in response to this RFP must be organized according to the following format and must address each of the points detailed below.

3.4.1 **PART ONE:** Technical Proposal is to include five (5) sections numbered consecutively and clearly marked by index dividers, consisting of the following:

3.4.1.1  **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 digital file.*

3.4.1.2 **Offeror Profile and Experience:** Provide a description of the Offeror’s prior experience in providing services for the eradication of bedbugs, especially for public housing authorities, apartment complexes, or highrise developments. Include the number of years that the Offeror has been in the business of providing these services and the individual resumes of key management, office, and service personnel to be assigned to this project.

3.4.1.3 **Plan for Services:** Provide detailed materials and narrative that describe the manner and methods to be used to provide the needed services as outlined in Section 2.0 above. [Include **Section 3 Employment Plan** documentation **(**or reasons why it is not feasible to comply with such). See CHA website, [www.chahousing.org](http://www.chahousing.org); click on “Doing Business” to find further explanation and forms under Section 3 Information.]

3.4.1.4 **References:** Provide the company name and address and contact name, phone number, and email address of at least three (3) clients that have used your services. Try to provide clients who have used various services for bedbugs (chemicals, desiccants, heat) and with diverse building types.

3.4.1.5 **CHA Certifications**: Complete and sign the required forms and certifications included in the RFP, which are: 1) Proposal Form, 2) Certifications and Representations of Offerors (HUD-5369-C), 3) Profile of Firm, 4) Financial or Personal Interest Disclosure Statement, 5) Corporation/Partnership Certification, and 6) Iran Divestment Act Certification.

Although not required to be submitted in your proposal, the selected Offeror will be expected to execute these additional forms for incorporation into the Agreement between the Offeror and CHA: 1) Section 3 Clause Acknowledgement, 2) Statement of License Certificate, 3) Equal Employment Opportunity Form, 4) Affirmative Action Plan, 5) Certification for a Drug-Free Workplace (HUD-50070), and 6) Certification of Payments to Influence Federal Transactions (HUD-50071). See How to Obtain RFP Documents and forms in RFP Information At a Glance (page 1).

3.4.2 **PART TWO:** The proposed fees shall be entered on the Fixed Fee Schedule (Attachment B) and submitted in a separate digital file from the rest of the proposal***.*** The Offeror shall provide Unit Prices, inclusive of Overhead and Profit, per task indicated. The Unit Prices given will be used to calculate a Total Base Proposal, but they will each be weighted with a different percentage of their original Unit Price so as not to unfavorably skew the results. The calculated **Total Base Proposal** will be used for comparison and award of evaluation points for Evaluation Factor No. 1 (see RFP Section 4.1). Compensation will be based on Unit Prices provided and, under this Indefinite Delivery, Indefinite Quantity (IDIQ) Contract, will be paid only for such actual work performed or materials supplied during the course of the Contract. The HA shall guarantee no minimum or maximum amount of purchase during the lifetime of the Contract. ***Do not submit, enter, or refer to any fees or costs within the tabbed technical proposal submitted; any Offeror that does so may be rejected without further consideration.*** 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, meetings, conference/telephone calls relative to Contract/service, clerical support, etc.

3.4.2.1 **Price Escalation/Reduction:** Fees will be firm fixed Unit Prices as submitted on the attached Fixed Fee Schedule. It is desired that prices will remain firm for the complete possible five-year (5‑year) term of the Contract. However, CHA will consider only one price increase per year to be effective at the next anniversary/renewal date of the Contract pursuant to the circumstances outlined in Clause 5 of the Sample Contract Form provided (Attachment H).

3.5 **Offeror's Responsibilities During Procurement Process:**

3.5.1 **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.

3.5.2 **Addenda:** All questions and requests for information must be addressed in writing to the HA PA by ***5:00 p.m. EST on November 12, 2019***. They should be submitted by email to [dchadwick@chahousing.org](mailto:dchadwick@chahousing.org) or faxed to Debbie Chadwick (423-752-4192). The HA PA will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals of record that have obtained the RFP Documents). During the RFP solicitation process, the HA PA will NOT conduct any *ex parte* (a substantive conversation - “substantive” meaning, when decisions pertaining to the RFP are made - between the HA and a prospective proposer when other prospective proposers are not present) conversations 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.

3.5.3 **Download of Attachments:** It is the responsibility of each proposer to verify that he/she has downloaded and/or reviewed all attachments and documents pertaining to this RFP, whether physically included or referenced. Referenced documents may be found on the HA’s website, [www.chahousing.org](http://www.chahousing.org), under “Doing Business” (HUD-5370-C-Sect I, HUD-5370-C-Sect II, Non-Construction Forms, and Section 3 Information) or other locations as noted.

3.5.4 **Submission Responsibilities:**  It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the HA, including the RFP document, all attachments and references to other documents and regulations, any addenda, and required attachments to be submitted by the proposer. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the HA to exclude any of the HA requirements contained within the documents may cause that proposer to not be considered for award.

3.5.5 **Notification of No Proposal:** Potential offerors who receive this RFP and do not wish to submit a proposal are requested to reply with a letter or email stating such on or before the date and time set forth for the receipt of proposals.

3.6 **Presubmission Conference:** The scheduled presubmission conference identified on page 1 of this document is, pursuant to HUD regulation, not mandatory. Many prospective proposers have previously responded to an RFP with a multisection submittal and feel comfortable in doing so without attending the presubmission conference. 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 some such questions are delivered in writing prior to a response. Whereas the purpose of this conference is to review the RFP documents, attendees should bring a copy of it to this conference.

**4.0 PROPOSAL EVALUATION:** Any award resulting from this solicitation will be made to the Offeror whose offer is determined to be the most advantageous to the HA and to satisfactorily meet the solicitation requirements. The most advantageous offer will be the proposal 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 in the following section and in Section 3.4.1.

##### 4.1 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 (See Sections 2.0 and 3.0). The application and interpretation of these criteria are solely within the discretion of CHA. Written submissions of the firm's profile and experience, plan of action, qualifications, references from previous clients, and the responses of the individuals/firms during final selection interviews, if required, should address the criteria listed for evaluation.

[Table No. 2]

|  |  |  |  |
| --- | --- | --- | --- |
| NO. | MAX POINT VALUE | FACTOR  TYPE | FACTOR DESCRIPTION |
| **1** | **15 points** | **Objective** | **PROPOSED COST** of services. |
| **2** | **15 points** | **Subjective**  **(Technical)** | **STAFF QUALIFICATIONS AND EXPERIENCE:** Provide information on crew size, licenses, experience, and equipment. See Section 3.4.1.2 |
| **3** | **5 points** | **Subjective**  **(Technical)** | **DESCRIPTION OF EDUCATIONAL APPROACH - RESIDENTS:** See Sections 2.3.1, 3.4.1.3 |
| **4** | **5 points** | **Subjective**  **(Technical)** | **DESCRIPTION OF EDUCATIONAL APPROACH - STAFF:** See Sections 2.3.2, 3.4.1 |
| **35** | **10 points** | **Subjective**  **(Technical)** | **DESCRIPTION OF INSPECTION/ASSESSMENT APPROACH:** See Sections 2.3.3, 3.4.1.3 |
| **6** | **10 points** | **Subjective**  **(Technical)** | **DESCRIPTION OF PREVENTION APPROACH:** See Sections 2.3.4, 3.4.1.3 |
| **7** | **20 points** | **Subjective**  **(Technical)** | **DESCRIPTION OF TREATMENT PLANS, METHODS, AND PRODUCTS:** See Sections 2.3.5, 3.4.1.3 |
| **8** | **10 points** | **Subjective**  **(Technical)** | **QUALITY OF SERVICE/WARRANTY:** Assurance that the services provided remain successful. See Sections 2.3.5, 3.4.1.3 |
| **9** | **5 points** | **Subjective**  **(Technical)** | **REFERENCES:** All proposals shall include three (3) or more references other than CHA for previous similar type contracts (preferred specifically for bedbugs) to include address, telephone number, contact person, and email address. See Section 3.4.1.4 |
| **10** | **5 points** | **Subjective**  **(Technical)** | **SECTION 3 EMPLOYMENT PLAN:** Describe or provide documentation related to firm’s employment plan, especially as it relates to Section 3 eligible residents of Hamilton County. See Section 3.4.1.3 |
|  | **100 points** | **100 points** | **Total Points** |

##### 4.2 Evaluation Method:

4.2.1 **Initial Evaluation for Responsiveness:**  Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).

4.2.2 **Evaluation Packet:** An evaluation packet will be prepared for each evaluator which includes: Instructions to Evaluators, Proposal Tabulation Form, a copy of all pertinent RFP documents, and a copy of each Proposal.

4.2.3 **Evaluation Committee:**  The HA generally selects a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFP. 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 3.5.1 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.

4.2.4 **Evaluation:**  The HA PA will evaluate and award points pertaining to Evaluation Factor No. 1. The appointed evaluation committee, independent of the HA PA or any other person at the HA, shall individually evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors Nos. 2 through 10. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the HA PA.

4.2.5 **Determination of Top-Ranked Proposer:** The points awarded by the evaluation committee shall be combined with the points awarded by the HA PA to determine the final rankings, which shall be forwarded by the HA PA to the HA Executive Director (ED) for approval.

4.2.6 **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.

4.2.7 **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).

4.2.8 **Award Recommendation:**  As detailed within the following Section 5.1, if the ensuing Contract award is $100,000 or greater, the final rankings 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 recommendation. Contract price negotiations may, at the HA's option, be conducted prior to and/or after the BOC approval.

4.2.9 **Notice of Results of Evaluation:** If an award is completed, all proposers will receive by email 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.

##### CONTRACT AWARD:

5.1 **Contract Award Procedure:** The HA CO will review the recommendation from the Evaluation Committee and PA and, if in agreement, take the award recommendation to the HA BOC at a scheduled Board meeting for approval (typically for contracts with a total value equal to or greater than $100,000). Contract price negotiations may, at the HA's option, be conducted prior to and/or after the Board approval. After review and final contract award, all offers and evaluation documents shall be open for public inspection.

5.2 **Contract Conditions:**  The Authority will issue a contract for a **NOT TO EXCEED** amount based upon the fees proposed or negotiated and an estimated schedule required to provide the services. The following provisions are considered mandatory conditions of any contract award made by the HA pursuant to this RFP:

5.2.1 **Contract Form:**  See Sample Contract, Attachment H, and at [www.chahousing.org](http://www.chahousing.org) (click on “Doing Business”) see the General Conditions for Non-Construction Contracts, Sections I and II (HUD-5370-C), and other mandatory forms and documents for “Non-Construction Contracts,” “Section 3 Information,” and “Iran Divestment Act.” By submitting a proposal the successful proposer thereby agrees to abide by all terms and conditions listed within the contract form (which the HA reserves the right to amend as necessary) and general conditions. 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. 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.

5.2.2 **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.

5.3 **Contract Period:**  The HA may award four (4) contracts or more (one or two with the HA and one or two with Greenwood Terrace, LLC, a subsidiary of the HA, and with other subsidiaries as may be appropriate), each for a period of one (1) year. Upon completion of initial one-year period, 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 total potential five-year term.

5.4 **Licensing and Insurance Requirements:** Subsequent to award (but not as a part of the proposal submission) and before commencing work, the *successful proposer* will be required to provide:

5.4.1 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, and/or a copy of the proposer's license issued by the state where the proposer is located and authorization by the State of Tennessee licensing authority allowing the proposer to provide the services detailed herein.

5.4.2 Copies of the firm’s and/or individuals’ licenses, certifications, or charters to perform the required pest extermination procedures.

5.4.3 Proof of insurance as outlined in the Sample Contract Form, Attachment H, Clause 10.

5.4.4 If any such licensing or insurance is due to expire during the Contract period, the Contractor shall not permit the license or coverage to lapse and shall furnish evidence of renewed license or coverage to the HA. All Certificates of Insurance, as evidence of coverage, **must list Chattanooga Housing Authority as the Certificate Holder and as “Additional Insured,” list the sites/work (including Contract/purchase order number), and be original documents**. Certificates shall state that **insurer will endeavor to give written notice** to the HA before cancellation or non-renewal by the insurance company, preferably at least **thirty (30) days** prior.

5.5 **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(s) solely on price.

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

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**PROPOSAL FORM**

**Attachment A**

# (This Form must be fully completed and placed under Section No. 5 of the proposal submittal.)

**Instructions:** Respondents to the CHA Request for Proposals (RFP) for Bedbug Inspection, Treatment, and Control Authority-Wide, Solicitation No. O-855-00,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 electronic/digital proposal submittal, with the Fixed Fee Schedule being a separate file. 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 the proposal submittal submitted by the Offeror. 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** |
| **\_\_\_\_\_\_\_\_** | ***Electronic/Digital Copy w/Fixed Fee Schedule (Attachment B) as separate file*** |
| **\_\_\_\_\_\_\_\_** | **Section 1 - Letter of Transmittal** |
| **\_\_\_\_\_\_\_\_** | **Section 2 - Offeror Profile and Experience** |
| **\_\_\_\_\_\_\_\_** | **Section 3 - Plan of Services** |
| **\_\_\_\_\_\_\_\_** | **Section 4 – References** |
| **\_\_\_\_\_\_\_\_** | **Section 5 – Certifications Below** |
| **\_\_\_\_\_\_\_\_** | **Proposal Form (Attachment A)** |
| **\_\_\_\_\_\_\_\_** | **Form HUD-5369-C (Attachment C))** |
| **\_\_\_\_\_\_\_\_** | **Profile of Firm Form (Attachment D)** |
| **\_\_\_\_\_\_\_\_** | **Corporation/Partnership Certification (Attachment E)** |
| **\_\_\_\_\_\_\_\_** | **Iran Divestment Act Certification (Attachment F)** |

(Offeror)

(Street Address)

(City/State/Zip)

(Telephone/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 \_\_\_\_\_\_\_\_\_\_\_\_

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 ninety (90) 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 ninety (90) 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 furnish the required insurance certifications no later than ten (10) days after the "Notice of Award" or "Intent to Award."

**PROPOSAL FEES**

Enter proposal fees on Fixed Fee Schedule (Attachment B) as directed in Section 3.4.2 and *submit in separate digital file*. The Offeror shall provide Unit Prices, inclusive of Overhead and Profit, per task indicated. The Unit Prices given will be used to calculate a Total Base Proposal, but they will each be weighted with a different percentage of their original Unit Price so as not to unfavorably skew the results. The calculated **Total Base Proposal** will be used for comparison and award of evaluation points for Evaluation Factor No. 1 (see RFP Section 4.1). Compensation will be based on Unit Prices provided and, under this Indefinite Delivery, Indefinite Quantity (IDIQ) Contract, will be paid only for such actual work performed or materials supplied during the course of the Contract. The HA shall guarantee no minimum or maximum amount of purchase during the lifetime of the Contract. The HA shall have the right to reject any proposal which indicates an unbalanced proposal or prices not realistic for the work.

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 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).

**DISCOUNT OFFER**

OFFEROR’S REFERENCE NUMBER – Solicitation O-855-00

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 your proposal Section No. 5, 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.)**

**Contractor is willing to make this contract available for use by other governmental entities, utilizing the terms, conditions, and pricing established in this contract. In other words, they would be allowed to “piggyback” on this contract: Yes            No**

COMPANY

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

SIGNATURE: DATE:

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**FIXED FEE SCHEDULE**

**ATTACHMENT B**

**(Number of Bldgs/Units/Bedrooms given for information only)**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| PROPERTY | # of Bldgs\* | # of Units | Number of Units by Bedroom Size | | | | | |
| 0 | 1 | 2 | 3 | 4 | 5 |
| College Hill Courts | 56 | 497 | 0 | 214 | 249 | 34 | 0 | 0 |
| East Lake Courts | 48 | 417 | 0 | 150 | 219 | 48 | 0 | 0 |
| Mary Walker Towers | 2 | 153 | 0 | 152 | 1 | 0 | 0 | 0 |
| Emma Wheeler Homes | 141 | 340 | 0 | 130 | 78 | 80 | 44 | 8 |
| Boynton Terrace Apts. | 4 | 250 | 150 | 98 | 2 | 0 | 0 | 0 |
| Missionary Hts. Apts. | 4 | 44 | 0 | 0 | 30 | 14 | 0 | 0 |
| Glenwood Hts. Apts. - Judson Ln. | 16 | 29 | 0 | 0 | 18 | 10 | 0 | 1 |
| Glenwood Hts. Apts. - Devel Ln. | 4 | 14 | 0 | 0 | 8 | 4 | 2 | 0 |
| Woodside Ave. Apts. | 10 | 24 | 0 | 0 | 10 | 6 | 6 | 2 |
| Cromwell Hills Apts. | 64 | 200 | 0 | 42 | 108 | 40 | 10 | 0 |
| Gateway Towers | 1 | 132 | 2 | 128 | 2 | 0 | 0 | 0 |
| Fairmount Townhomes | 5 | 18 | 0 | 0 | 9 | 9 | 0 | 0 |
| Dogwood Manor | 1 | 136 | 0 | 136 | 0 | 0 | 0 | 0 |
| Central Office (Holtzclaw Avenue) | 3 |  |  |  |  |  |  |  |
| **TOTAL CHA** | 359 | 2254 | 152 | 1050 | 734 | 245 | 62 | 11 |
| **TOTAL GREENWOOD TERRACE APTS.** | 51 | 98 | 0 | 0 | 58 | 32 | 6 | 2 |

***\* # of Bldgs includes Administrative buildings. All information should be field verified.***

**PRICING:**

**One Hour Educational Session, Resident-Focused : $**

**One Hour Educational Session, Staff-Focused: $**

**One Hour Preparation Assistance: $**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **1. Mattress & Box Spring Safe:** | Mattress | Box Springs | Pillowcase | Set/No Pillowcases |
| Crib |  |  |  |  |
| Twin |  |  |  |  |
| XL Twin |  |  |  |  |
| Full |  |  |  |  |
| XL Full |  |  |  |  |
| Queen |  |  |  |  |
| King |  |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| 1. **Stand-alone Inspection/No Infestation\*\*** | | | \_\_\_\_\_\_\_\_\_\_/Unit |
|  |  |  |  |
| 1. **Stand-alone Inspection W/Canine/No Infestation\*\*** | | | \_\_\_\_\_\_\_\_\_\_/Unit |
|  | | |  |
| 1. **Multiple Inspections at 1 Site, But Less Than 50 Units\*\*** | | | \_\_\_\_\_\_\_\_\_\_/Unit, |
| \_\_\_\_\_/Min # Units |
|  | | |  |
| 1. **Multiple Inspections W/Canine at 1 Site, But Less Than 50**   **Units\*\*** | | | \_\_\_\_\_\_\_\_\_\_/Unit, |
| \_\_\_\_\_/Min # Units |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. **CHEMICAL/DESICCANT TREATMENT** | | | | | | | | | | | | | | | | |
|  | | |  | | | |  | |  | | | |
| **UNIT BEDROOM SIZE** | | | **INITIAL INSPECTION/ TREATMENT WITH MIN OF 2 REQUIRED FOLLOWUPS** | | | **FOLLOWUP\* TREATMENT (\_\_\_\_% of Initial)** | | | **INSPECTION PER UNIT\*\* (Entire Complex, 50-Unit Minimum)** | | | |
|
| 0 | | |  | | |  | | |  | | | |
| 1 | | |  | | |  | | |  | | | |
| 2 | | |  | | |  | | |  | | | |
| 3 | | |  | | |  | | |  | | | |
| 4 | | |  | | |  | | |  | | | |
| 5 | | |  | | |  | | |  | | | |
| Common Areas\*\*\* | | |  | | |  | | |  | | | |
|  | | |  | | | |  | |  | | | |
| **Warranty:** | |  | | Days or Months (Circle One) | | | | | |
| \* If required within \_\_\_\_\_ days/months (Circle one) of end of warranty. | | | | | | | | |  | | | |
| \*\* If treatment is required, cost of inspection will be absorbed into cost of treatment, or essentially waived. | | | | | | | | | | | | |
| \*\*\* Estimate; will actually be priced as needed. Generally only recreational/lounge areas require treatment. | | | | | | | | | | | | |

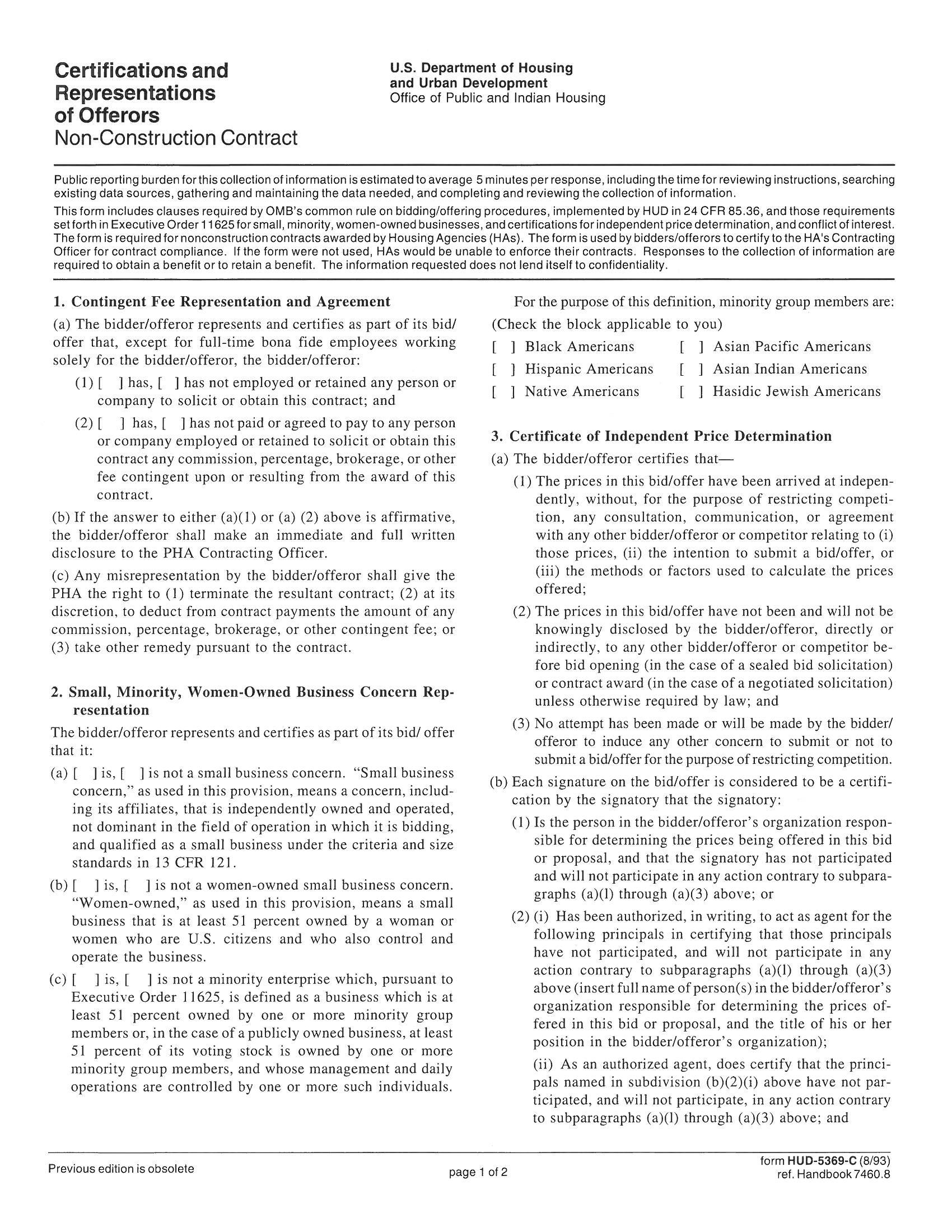
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. **HEAT TREATMENT** | | | | | | | | | | | | | |
|  | | |  | | | |  | |  | | |
| **UNIT BEDROOM SIZE** | | | | **INITIAL INSPECTION/ TREATMENT WITH MIN OF 2 REQUIRED FOLLOWUPS** | | | **FOLLOWUP\* TREATMENT (\_\_\_\_% of Initial)** | | | **INSPECTION PER UNIT\*\* (Entire Complex, 50-Unit Minimum)** | | | | |
|
| 0 | | | |  | | |  | | |  | | | | |
| 1 | | | |  | | |  | | |  | | | | |
| 2 | | | |  | | |  | | |  | | | | |
| 3 | | | |  | | |  | | |  | | | | |
| 4 | | | |  | | |  | | |  | | | | |
| 5 | | | |  | | |  | | |  | | | | |
| Common Areas\*\*\* | | | |  | | |  | | |  | | | | |
|  | | |  | | | |  | |  | | |
| **Warranty:** | | |  | | Days or Months (Circle One) | | | | | | | | |
| \* If required within \_\_\_\_\_ days/months (Circle one) of end of warranty. | | | | | | | |  | | |
| \*\* If treatment is required, cost of inspection will be absorbed into cost of treatment, or essentially waived. | | | | | | | | | | |
| \*\*\* Estimate; will actually be priced as needed. Generally only recreational/lounge areas require treatment. | | | | | | | | | | |

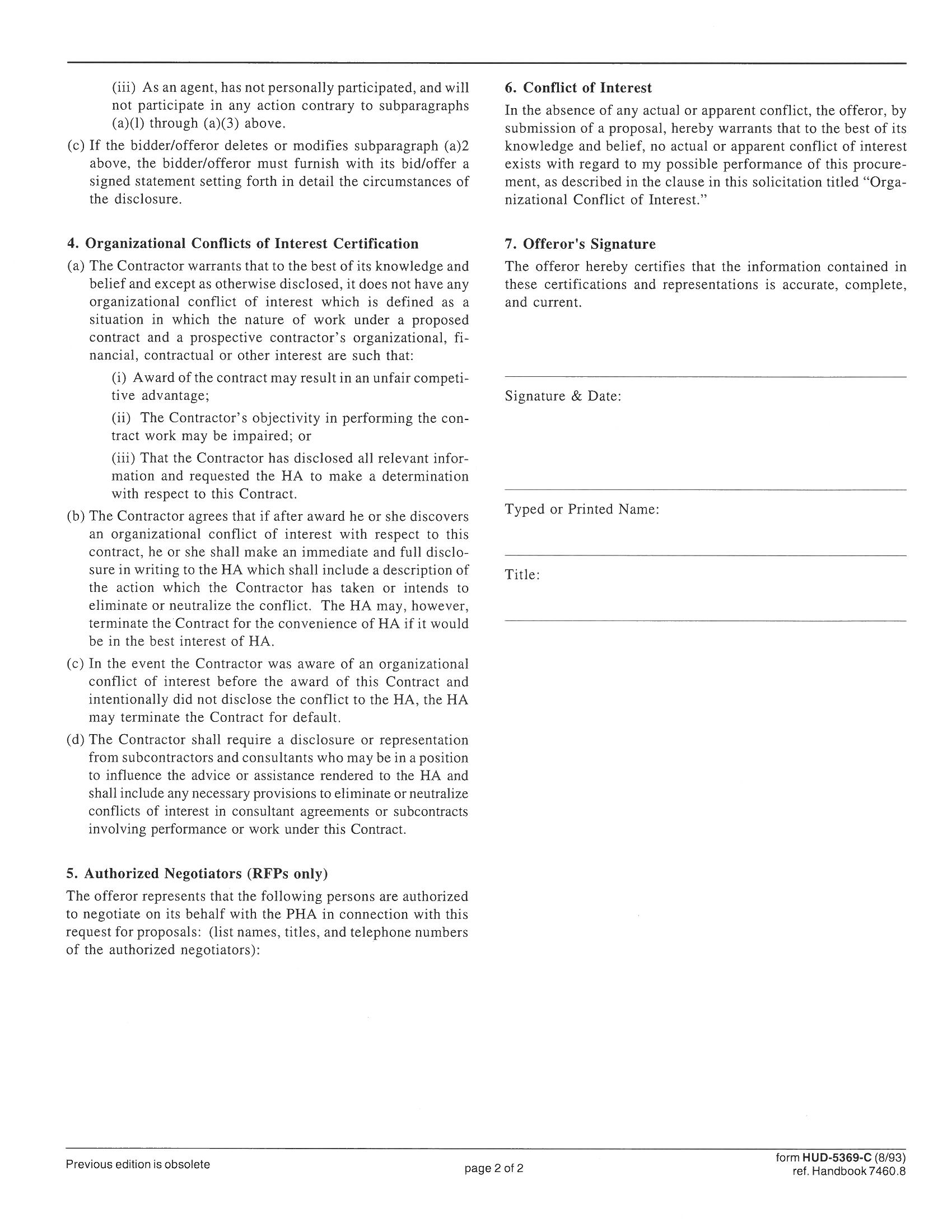
COMPANY

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

SIGNATURE: DATE:

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# 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 Section No. 2 (See Section 3.4.1.2) 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 Section No. 2 (See Section 3.4.1.2) 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**

**CORPORATE CERTIFICATION**

(For Use when Offeror is a Corporation)

(May change wording to fit LLC)

I, , certify that I am the                                  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 .

*(Corporation)*

*(Officer)*

*(Date)*

***(Corporate Seal)***

**PARTNERSHIP CERTIFICATE**

(For Use when Offeror is a Partnership)

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. 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 CHA website, [www.chahousing.org](http://www.chahousing.org), for more information.

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

(If Applicable)

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

(Signature)

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

**PUBLIC HOUSING and CHA-OWNED DEVELOPMENT SITES**

**College Hill Courts**

1300 Grove St 37402

TN4-1 (497 Units)

(423) 752-4870

Fax: 648-7826

Mgr: Anthony Fears

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

Maint: Jason Farmer

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

**East Lake Courts**

2600 4th Avenue, 37407

TN4-2 (417 Units)

(423) 752-4885

Fax: 648-7790

Mgr: Natasha McKinley

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

Maint: Ricky Hinton

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

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

2501 S. Market Street, 37408

TN4-7 (153 Units)

(423) 752-4892

Fax: 648-7694

Mgr: Latasha Rice

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

Maint: Robert Craven

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

**Emma Wheeler Homes**

4900 Edinburg Drive, 37410

TN4-8 (340 Units)

(423) 752-4883

Fax: 498-4907

Mgr: Michael Twitty

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

Maint: Robert Lockett

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

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

955 Boynton Drive, 37402

TN4-10 (250 Units)

(423) 752-4865

Fax: 648-7764

Mgr: Wanda Autry

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

Maint: Earl Ayers

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

**GREENWOOD TERRACE, LLC**

3056 Dee Drive, 37406

TN4-33 (98 Units)

(423) 752-4191 or 4187

Fax: 648-2604

Mgr: Aletta Rivers (Interim)

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

Maint: Vernon Sneed

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

***SCATTERED SITES (4 Sites)***

(Use Greenwood Terrace address/info above)

**Glenwood Heights East**

2516 Judson Lane, 37406

TN4-12 (29 Units)

**Missionary Heights Apts.**

500 Latimore Street, 37406

TN4-12 (44 Units)

**Glenwood Heights North (\*2)**

107 Devel Lane, 37405

TN4-12 (14 Units)

**Woodside Ave. Apts.**

3012 Woodside Avenue, 37407

TN4-12 (24 Units)

***FAIRMOUNT TOWNHOMES***

(Use Greenwood Terrace address/info above)

1311 Fairmount Avenue, 37405

TN4-34 (18 Units)

**Cromwell Hills Apts.**

3940 Camellia Drive, 37421

TN4-21 (200 Units)

(423) 752-4888

Fax: 648-7522

Mgr: Latonia Grant

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

Maint: Mike Woods

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

**Gateway Towers (\*1)**

1100 Gateway Avenue, 37402

TN4-22 (132 Units)

(423) 752-4890

Fax: 648-7652

Mgr: Latasha Rice

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

Maint: Robert Craven

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

**Dogwood Manor (\*1)**

959 Gateway Avenue, 37402

TN4-36 (136 Units)

(423) 668-2323

Fax: 266-0837

Mgr: Wanda Autry

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

Maint: Earl Ayers (Interim)

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

\*1 = 62 Years & Older

\*2 = Entire Site Subleased for

Special Program

Rev. 10/31/19

**SAMPLE CONTRACT**

**INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ)**

**CONTRACT NO. 19O-855-00**

**Between**

**CHATTANOOGA HOUSING AUTHORITY**

**And**

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

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

**BEDBUG INSPECTION, TREATMENT, & CONTROL AUTHORITY-WIDE**

THIS AGREEMENT is made and entered into this        day of                       , **2019,** by and between the **Chattanooga Housing Authority** (hereinafter referred to as the **"HA"** or **"CHA"**) 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 November      , 2019.

C. HA’s Request for Proposals (RFP) dated November 1, 2019 and addenda.

D. General Conditions for Non-Construction (Form HUD-5370-C, Sections I and II).

Incorporated by reference is any document or clause issued as a part of RFP #O-855-00 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 an Indefinite Delivery, Indefinite Quantity (IDIQ) Contract for Bedbug Inspection, Treatment, and Control for the HA’s public housing developments and administrative buildings as outlined in RFP #O-855-00,

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-855-00 for Bedbug Inspection, Treatment, and Control and in Contractor’s written proposal dated November       , 2019, which are enclosed herein and made a part of this Agreement:

A. Contractor shall provide inspection, treatment, and control for bedbugs at the various CHA public housing developments and administrative buildings as may be requested.

B. Contractor shall provide such services by utilizing the materials and methodologies agreed upon by Contractor and HA.

C. Contractor shall provide all necessary equipment, materials, transportation/delivery, and labor to provide such services.

D. This is a “living” Contract. Assignments will be made on an as-needed basis with Task Order Numbers issued against the Contract utilizing the Unit Prices on the Fixed Fee Schedule (Attachment B), which also contains a complete list of all HA properties. A list of addresses and contact personnel is included as Attachment G.

2. Term of Contract

Services under this Agreement shall commence on or about **January 15, 2020**. 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 total potential five-year term.

3. Fees and Compensation

The HA will pay Contractor for all said servicesat the Unit Prices provided in the Fixed Fee Schedule (Attachment B) within this Contract for an estimated **TOTAL AMOUNT NOT TO EXCEED (NTE)                                                                                                    AND NO/100 DOLLARS ($                          )** for the initial one-year (1-year) Contract period. Needs may fluctuate during the course of the Contract; assignments shall be made by the issuance of Task Order Numbers. 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 actually 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 invoices (by USPS mail or email, as directed) to Accounts Payable for Contract work and travel. At a minimum, each 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. 19O-855-00

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. 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.

A. 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.

B. Requests for price changes shall be submitted to the Purchasing Agent (PA) in writing or on disks with sufficient data to support the requested change(s) at least ninety (90) days prior to Contract anniversary date or such change taking effect. The HA will evaluate requests for price changes and, if acceptable, the revised prices will be made effective on the date of receipt of written notice, the next Contract anniversary date, or the effective date of the increase, whichever is later.

C. Price changes shall apply only to requests for delivery/services 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.

D. 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 PA 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.

E. 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).

F. 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 date the notice is received by the PA or the effective date of the increase as stated in the Contractor's written notice to the PA, whichever is later.  The effective date of price reductions under this Contract shall be the effective date of such reductions. However, if a price change results in a price increase which the Contracting Officer (CO), 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 (5) 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 date of Contract; 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.

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,

7. 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. **[WARRANTY TERMS WILL BE INSERTED AS AGREED UPON WITH SUCCESSFUL RESPONDENT(S).]**

The Contractor shall at its expense (or for the agreed upon fee), 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.

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.

8. 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.

9. 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 ten (10) days 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.

10. 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 21 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, **must list Chattanooga Housing Authority as the Certificate Holder and as “Additional Insured,” list the sites/work (including Contract/purchase order number), and be original documents**. Certificates shall state that **insurer will endeavor to give written notice** to the HA before cancellation or non-renewal by the insurance company, preferably at least **thirty (30) days** prior. 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 **$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.

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. As appropriate, an original certificate showing the bidder's Professional Liability and/or "errors and omissions" coverage (minimum of **$1,000,000** each occurrence, general aggregate minimum limit of $1,000,000), with a deductible of not greater than $1,000.

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

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

Debbie Chadwick

Procurement Department

CHATTANOOGA HOUSING AUTHORITY

P.O. Box 1486

Chattanooga, TN 37401-1486

11. 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.

12. 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.

13. 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.

14. 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.

15. Subcontracting

Contractor shall not assign any right, nor delegate any duty for the work proposed (including but not limited to, selling or transferring the contract) without the prior written consent of the HA. Any purported assignment of interest or delegation of duty, without the prior written consent of the HA shall be void and may result in the cancellation of the contract with the HA or in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract, either as determined by the HA CO. Contractor shall be as fully responsible to the HA for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards and other provisions of this Contract.

16. 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.

17. 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.

18. 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.

19. 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. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the HA: Provided, however, that claims for money due or to become due the Contractor from the HA under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the HA.

20. Limitation of Liability

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

21. 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.

22. Complete Agreement

This Agreement, together with the RFP, the response by Contractor to the RFP, and any supplements or modifications thereof signed by the parties or any documents and regulations referenced in aforementioned documents comprise the complete Agreement. None of the parties has made any representations or warranties other than those set forth in this Agreement and referenced documents and such supplements or modifications, if any. This Agreement may be executed in any number of counterparts which, when read together, shall constitute in the aggregate one instrument.

23. 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.

24. 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                      , 2019.

**CHATTANOOGA HOUSING AUTHORITY**

**WITNESS:**

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

**Elizabeth F. McCright, Contracting Officer**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**WITNESS:**

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

**Name, Title**

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