

Date: March 14, 2019

Requisition No.: 182771

**PURCHASING DEPARTMENT
101 EAST 11TH STREET
CITY HALL
SUITE G13
CHATTANOOGA, TENNESSEE
37402**

Request for Bid (RFB) for the City of Chattanooga, Tennessee

*Proposals will be received at 101 East 11th Street, Suite G13,
Chattanooga, TN 37402 until 2:00 P.M., EST. on March 28, 2019*

**Requisition / Bid No.: R182771 / 305419
Ordering Dept.: Parks Division, Public Works
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

**Items Being Purchased: Grounds Maintenance for Group 1 at
Waste Resource Plant**

*****REQUEST FOR BIDS MUST BE RECEIVED*****

2:00 P.M., EST on March 28, 2019

*****PRE-BID CONFERENCE WILL BE CONDUCTED*****

10:00 A.M., EST on March 21, 2019

**The City of Chattanooga reserves the right to reject any and/or all proposals,
waive any informality in the proposals received, and to accept any proposal
which in its opinion may be for the best interest of the City.**

**The City of Chattanooga will be non-discriminatory in the purchase of all goods
and services on the basis of race, color or national origin.**

**The City's Standard Terms and Conditions may be found on website:
<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>**

Note: ALL BIDS MUST BE SIGNED

All proposals received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Company Name: _____

Mailing Address: _____

City & Zip Code: _____

Phone/Toll Free No.: _____

Fax No.: _____

E-Mail Address: _____

Contact Person: _____

Company Title: _____

Signature: _____

BID SOLICITATION



City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

BID OPENING DATE AND TIME:
 28-MAR-19 at 2:00 PM

BID NUMBER: 305419

BUYER:
PHONE #: (423) 643-7230
DELIVERY REQUIRED:

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 182771 / 305419 Ordering Dept.: Waste Resource Division, Public Works Department Buyer: Mark McKeel Phone No.: 423-643-7236					
Items Being Purchased: Ground Maintenance for Group 1 Locations for Waste Resource Division Plant					
ATTACHMENTS: 1. Specifications, Affirmative Action Plan & Site Map (14 pages) 2. Iran Divestment Act Disclosure (1 page) 3. No Contact / No Advocacy Notice (1 page) City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy.					
NOTE: A Pre-Bid Conference will be held March 21, 2019 at 10:00 AM, Waste Resource Division Training Center, 455 Moccasin Bend Road, Chattanooga, TN 37405. Attendance at the Pre-Bid is Preferred.					
This Shall Be A Twelve (12) Month Blanket Contract To Supply Grounds Maintenance for Group 1 Locations for Waste Resource Division Plant.					
The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Terms Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.					
QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.					
*** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON MARCH 28, 2019 ***					
PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305419) ON OUTSIDE PACKAGING					
PLEASE DO NOT EMAIL BIDS.					
**** Vendor Shall Hold Prices Firm for First (1st) Year of Contract ****					
Price Escalation Clause: If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments.					
NOTE: ALL BIDS MUST BE SIGNED All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions.					

BID SOLICITATION



City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

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28-MAR-19 at 2:00 PM

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City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
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unless specific written exceptions are otherwise stated.

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.

The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.

**** NOTE ****

PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:

Company Name _____

Address _____

Phone/Toll-Free No. _____

Fax No. _____

eMail Address _____

Contact Person's Name _____

Estimated Delivery _____

Minority-Owned Business _____ Small Business _____ Veteran _____

Minority Woman-Owned Business _____ Disabled Veteran _____

Woman-Owned Business _____

**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

The City is Exempt from all Federal and State Tax.
 Bids will be received at the above mentioned address.

COMPANY: _____

TERMS OF PAYMENT: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

NAME AND TITLE: _____

BID SOLICITATION



City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

BID OPENING DATE AND TIME:

28-MAR-19 at 2:00 PM

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SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Grounds Maintenance - MBWWTP	26	Each	_____	_____
2	Grounds Maintenance - Influent Relief Pump Station	26	Each	_____	_____
3	Shrub Trimming - MBWWTP	4	Each	_____	_____

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

The City is Exempt from all Federal and State Tax.
 Bids will be received at the above mentioned address.

COMPANY: _____

TERMS OF PAYMENT: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

NAME AND TITLE: _____

GROUNDS MAINTENANCE
CITY OF CHATTANOOGA
PUBLIC WORKS DEPARTMENT
WASTE RESOURCES DIVISION

**SPECIFICATIONS
FOR
GROUNDS MAINTENANCE
March 2019**

1.0 GENERAL

1.1 SCOPE OF WORK

The Scope of Work covered by these Specifications includes providing all of the labor, materials, supplies, and equipment necessary to perform the grounds maintenance services described in the General Specifications. The services include, but are not limited to, mowing, trimming, edging, etc. of the grounds at and adjacent to the locations listed in Section 2.1.

There will be a pre-bid meeting to tour the facility, review specifications, and answer questions. It is highly recommended that all potential bidders attend. All questions should be directed to Mark McKeel City of Chattanooga Purchasing Division (423-643-7236).

1.2 REQUIREMENTS FOR INSURANCE COVERAGE

1.2.1. Workman's Compensation Insurance

Where applicable the Contractor shall provide Workman's Compensation Insurance to protect the Contractor against all claims under applicable State Workman's Compensation Laws. The Contractor shall be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of the Workman's Law.

1.2.2. General Public Liability and Property Damage Insurance

The Contractor shall provide general public liability and property damage insurance written in comprehensive form. The insurance shall protect the Contractor against all claims arising from injuries, including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his employees, agents, or subcontractors.

The liability limits of this insurance shall be a minimum of \$500,000 for each occurrence.

The insurance shall carry an endorsement in a form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims or damage whatsoever.

The insurance shall remain in force at all times during the term of this contract.

1.3 LENGTH OF CONTRACT

The length of this contract shall be for a period of 12 months with the City's option to renew the Contract for an additional two 12 month periods at the same price.

1.4 BASIS FOR BIDDING

The Contract shall be awarded based on **the lowest total unit cost** to perform the work described herein and in the applicable Detailed Specifications. Unit prices shall be provided for each work task or pump station site so as to provide a basis for payment. In addition to completing the City's required bid forms, the applicable Bid Proposal Worksheet shall be completed and submitted with the Bid.

1.5 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The Contractor **shall comply with the requirements of these Specifications, the applicable Detailed Specifications, and the General Conditions and Instructions to Bidders** supplied by the City of Chattanooga Purchasing Division as a part of the Bid package for this work. No Contractor's License is required to perform this work.

2.0 SERVICES

2.1 GENERAL

Moccasin Bend Wastewater Treatment Plant
455 Moccasin Bend Road, Chattanooga, TN 37405

The grounds at the Moccasin Bend Wastewater Treatment Plant consist of approximately 80 acres of area that require maintenance during the growing season. The attached maps (Figures 1A and 1B) show the areas of the plant site that are to be maintained as a part of this contract.

Shrubbery trimming shall be a part of this contract for this location only. All shrubs that are listed below are included. All shrubs shall be trimmed a minimum of two (2) times during the year. The City will inform the vendor when to trim the shrubs. Depending on the growth of the shrubs, the City may elect to have them trimmed more than twice during the year at the same unit price per cutting. The Euonymus Manhattan must be shaped and exotics growth removed from the bottom part of the bush. All bushes of this type must remain in approximant size to the rest of the plants. The Crepe Myrtles must have the small growths removed as needed. All clippings from trimming must be picked up and disposed of daily. Vendor shall not leave cuttings under the shrubs. The quantity and type of plants and shrubs included are listed below:

<u>Shrub/Plant Type</u>	<u>Quantity</u>
1. Euonymus Manhattan	92
2. Hollies (All Varieties)	78
3. Crepe Myrtles (all Varieties)	41
4. Forsythias	16
5. Conifer Evergreen	<u>11</u>
Total	238

Influent Relief Pump Station
(Near Moccasin Bend Wastewater Treatment Plant)

The Influent Relief Pump Station is located about 0.25 miles east of Moccasin Bend WWTP off Hamm Road and is part of the Moccasin Bend WWTP. It consists of approximately 1.7 acres of area that require maintenance during the growing season. The attached map (Figure 2) shows the areas of the station site that are to be maintained as a part of this contract.

2.1.2 Other

Grounds maintenance in this contract shall be provided on a twice/month basis unless otherwise agreed to by the City (see Section 3.1).

All areas within the lines marked on the attached maps shall receive the grounds maintenance as described herein.

2.2 GROUNDS MAINTENANCE

Grounds maintenance **shall cover** all areas currently fenced and unfenced within the boundaries shown on the maps in the applicable Detailed Specifications including all grassy areas in, around, and between buildings, tanks, sidewalks, curbs, and other equipment and structures found inside or outside the fence. This also includes areas between any adjacent roads, streets, and the front fence of the site and three (3) feet to five (5) feet outside the remaining fences and within boundaries shown on the maps.

Grounds maintenance activities **shall include** the following:

- a. Mowing, trimming, and edging all areas including around all trees, shrubs, buildings, structures, rip-rapped banks, and fences.
- b. Areas around transformers open to air tanks, and any other structure that grass may promote decomposition of said structure must be mulched around.
- c. Cleaning all grass clippings and/or grown grass or vegetation from curbs, gutters, sidewalks, landings, etc.
- d. Removal and disposal of any vegetation (volunteer growth of grass, weeds, trees, shrubs, etc.) growing within the rip-rapped bank area of the site.
- e. Trimming and pruning of trees, shrubs, and other vegetation including the trimming of any vegetation hanging on or over the fences. Maintain a minimum of three (3) feet clearance over the fences. This shall include disposal of all clippings, trimmings, etc. There shall be no growth of any vegetation left on fences at any time.
- f. Pick-up, removal, and disposal of all debris, sticks, rocks, limbs, bottles, metal, paper, etc. from the site.
- g. Sweeping asphalt or concrete paved areas of dirt, gravel, debris, grass clippings, etc.

2.3 DESCRIPTION OF SERVICES

2.3.1 Mowing

- a. When mowing the grassy areas, grass shall be cut to a height of 2 to 3 inches. Areas around transformers open to air tanks, and any other structure that grass may promote decomposition of said structure must be mulched around. Other areas may be cut. With an open discharge to minimize "piling". Discharge onto roadways and other manmade structures must be removed at the end of that cutting day. No extra cutting charges will be applied for as an additional cut in the same cutting time frame, (know as a double cut).

Care shall be taken to minimize damage to trees, shrubs, and other such vegetation where applicable. Any such vegetation damaged by the Contractor shall be replaced at the Contractor's expense.

2.3.2 Trimming and Edging

Trimming and edging may be accomplished by use of string trimmers, edgers, and/or herbicides. When using string trimmers or edgers, care shall be taken not to cause damage to trees, shrubs, and other such vegetation. The Contractor shall replace any damaged vegetation.

Any herbicides used shall be EPA approved and shall be applied in accordance with manufacturer's suggested guidelines and any applicable state rules and regulations. Where herbicides are used for trimming and edging, care shall be taken by the Contractor to not damage trees, shrubs, and other such vegetation. Any such vegetation damaged by the Contractor shall be replaced at the Contractor's expense. Care shall be taken to avoid putting any herbicides into any bodies of water on or adjacent to any site.

If herbicides are used for trimming and edging purposes, a 2 to 3 inch area around fences, poles, curbs, and buildings, mulched areas, etc. will be allowed unless mutually agreed upon by the parties to this contract.

When using herbicides for edging or other purposes, herbicides must not leach out more than 4 inches from where it is applied, all dead vegetation shall be removed by use of string trimmers or other appropriate equipment to provide a neat and uniform appearance.

Cleaning Curbs and Sidewalks

The Contractor shall be responsible for removing any grass clippings that may drop on curbs, gutters, sidewalks, streets, landings, etc. during the course of

performing the work. These clippings may be removed by sweeping with a broom, blower/vacuum machine, shovels, or other such equipment normally used to perform such work.

Dirt, sand, gravel, clippings, etc. shall be removed from asphalt or concrete paved areas including curbs and gutters. This material may be removed with a broom, blower/vacuum machine, shovels, or other such equipment normally used to perform such work.

Any grass or other vegetation growing in cracks of sidewalks, street curbs, and driveways shall be removed by spraying with herbicide, string trimmers, or by other means of removal along the length of the station site(s). Including, but not limited to, fenced in areas around transformers and sites that exists within the plant site.

2.3.3 Other

Prior to performing any of the work, the Contractor shall have taken care to walk over the areas to be mowed, trimmed, and/or edged and identify any hazards that might damage his equipment. The contractor must report said hazards that are temporary, to the City for which responsible action to remove those hazards can be done in a timely manner. Any permanent hazards shall be the responsibility of the Contractor to work around.

2.3.4 Shrubbery Trimming

Shrubbery trimming shall be included for Moccasin Bend WWTP only. Prior to initiating trimming, the Contractor and the Plant Superintendent or his designee shall discuss the level of trimming to be done. A majority of the plants will be trimmed to their current shapes. In some instances, smaller plants will be trimmed less to allow growth and the larger plants trimmed significantly so as to reduce those plants to a common size.

The Contractor shall be responsible for the collection and disposal of the trimmings from the plants. Disposal of trimmings maybe taking to the back of the property, shown by the Plant Superintendent.

All trimming shall be performed so as to not be injurious to the plants. Trimming shall be performed at the times normally acceptable for the types of plants.

2.4 SERVICES NOT INCLUDED

This Contract does not include any landscaping, flower planting, application of mulch or fertilizer, or other such services not specifically identified in the previous sections.

3.0 EXECUTION

3.1 PERFORMANCE OF WORK

Prior to the start of the cutting season (mid February) contact of the Plant Superintendent. Beginning of the cutting season will start March 1st or the date of the issuance of the purchase order by the City, whichever is later, the Contractor shall initiate work on the following Schedule.

The specified grounds maintenance shall be performed on or around the 1st and 15th of each month unless otherwise mutually agreed upon by the parties. In some cassis cuts may be required to be done on weekly bases.

The specified grounds maintenance shall be applicable for the period March 1st through November 30th. One extra cut maybe needed in December.

Contractor shall coordinate with the City in order to schedule the season's initial start date and end date. The City reserves the right to postpone the start date until March 15th based on lack of growth.

The City may, at its option, elect to have specified grounds maintenance performed one time during the months of December, January, and February. The length of the growing season will be the determining factor.

Once the scheduled work has been initiated, the Contractor shall not pull off and go work on other projects. Work shall be continuous during normal working hours.

3.2 ACCESS TO SITES

Normal working hours at all sites are 7:00 AM to 5:00 PM Monday through Friday. However, access to the sites may be extended each day and/or weekends through mutual agreement of the City and the Contractor.

No keys are required for access to Moccasin Bend Plant site. Access may be gained by contacting the plant control room at (423) 757-5026.

The City will provide keys to those sites that are locked to minimize delays in providing the Contractor access. These keys shall not be duplicated. The City will issue any additional keys. The Contractor shall be responsible for reporting the loss of any of the keys to the City. The Contractor shall be responsible for returning keys to the City at the end of the contract. The City may withhold final payment until the keys have been returned.

3.3 ON-SITE STORAGE OF CONTRACTOR'S EQUIPMENT

The Contractor may store his equipment on-site during the period he is actively working at a site. The Contractor shall be responsible for the security of his equipment and materials. The City assumes no risk for loss of equipment and materials nor damage to any equipment.

3.4 TERMINATION OF CONTRACT

In the event that the Contractor cannot or will not perform the services covered in these Specifications, the City may terminate the contract upon 30 days written notice and award the remainder of the contract to the next low acceptable Bidder. **If it is necessary for the City to award the remainder of the contract to the next low acceptable Bidder, the terminated Contractor shall pay the City the difference in his price and that of the next low acceptable Bidder.**

4.0 PAYMENT

4.1. The City will make payment to the Vendor according to the City's normal policies and procedures.

4.2. Before an order can be placed for routine transactions, City will request a Quote from Vendor with detailed breakdown. City may require breakdown on its own form. Once City has approved the quoted price and submits Requisition for same, it will advise Vendor of the Release Number in order to place the order. Invoices that do not reference the Release Number will not be considered complete or valid.

4.3. Vendor's Invoice must list a valid E-Mail Address for billing questions and inquiries.

4.4. Invoice Date is critical and Invoices must be sent to the City on the Invoice Date in order for the City's tracking system to accurately reflect the record. The Invoice Date must not precede the Ship Date or Service Date.

4.5. Invoice descriptions on transaction lines must match the wording of the Purchase Order transaction lines, and reference the corresponding transaction line number of the Purchase Order. The units of measure used on invoice should match units of measure bid. The Vendor shall not invoice the City for any item that does not correspond to a line on the Purchase Order.

4.6. Items being billed on Markup line must have corresponding source Invoice, and that total and Markup breakdown must be reflected on Vendor's Invoice to the City. The Markup for items purchased on the percent Markup line, is for markup of items only.

4.7. Markup will be calculated as the following example:

If the part costs vendor \$100.00,
and the Markup on contract is 10%,
City will reimburse Vendor \$110.00.

4.8. Vendor will be responsible for collecting signature and legible name of City employee when delivering goods and/or services and must be able to produce said Proof of Delivery ("POD") upon request. The POD must contain an itemized list of goods and/or services. The POD must accompany each Department's payment packet before presenting the Invoice with all necessary backup to City's Accounts Payable Division. Including copy of POD with Invoice is encouraged and speeds payment processing time.

4.9. Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.

4.10. When sending City a Revised Invoice, it must be clearly marked "Revised." When sending City a replacement Invoice, it must reference the Invoice Number it is replacing.

4.11. Invoices to the City shall reference the City Department, Release Number, Work Order Number, and the first and last name of the City employee placing the order.

4.12. Accurate Invoices, with all appropriate backup documentation, shall be sent to:

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

and copy sent to:

Moccasin Bend Wastewater Treatment Plant
455 Moccasin Bend Road
Chattanooga, TN 37405
MBacctspayable@chattanooga.gov



LOCATION GROUP ONE

Company Contact Name: _____

Company Name: _____

Company Street Address: _____

Telephone: () _____

Cell Phone: () _____

Pager: () _____

A. MOCCASIN BEND WWTP

Unit Cost – Grounds Maintenance = \$ _____/Cut

Unit Cost – Shrubbery Trimming
= 253 units x \$ _____/Cut = \$ _____/Cut

B. INFLUENT RELIEF PUMP STATION

Unit Cost – Grounds Maintenance = \$ _____/Cut

TOTAL UNIT COST = \$ _____/Cut

Affirmative Action Plan

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

During the term of this contract, the Contractor upon request of the City, will make available for inspection by the City of Chattanooga copies of all payroll records, personnel documents and similar records or documents that may be used to verify the Contractor's compliance with these Equal Opportunity provisions.

6. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions by the contractor and/or subcontractor shall be a breach of this contract.

(Signature of Contractor)

(Title and Name of Company)

(Date)

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

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

(SIGNED) _____

(PRINTED NAME) _____

(BUSINESS NAME) _____

(DATE) _____

For further information, please see website:

https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf

No Contact/No Advocacy

Notice Receipt

City of Chattanooga
Purchasing Division

For Submission with Sealed Bid Solicitation Responses:

_____ (Vendor Agent name), states that:

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

_____ (Business name), the Submitter of the

attached sealed solicitation response to Solicitation # _____, and said

Business has taken notice, and will abide by the following No Contact and No Advocacy clauses:

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

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

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

Submitter Signature:

Printed Name:

Title: _____

Date: _____