



# **CITY OF BELLE MEADE**

**BID DOCUMENTS &  
SPECIFICATIONS FOR  
JAN. 2021 – DEC. 2022  
STREET AND RIGHT-OF-WAY  
MAINTENANCE CONTRACT**

## ADVERTISEMENT FOR BIDS

CITY OF BELLE MEADE  
4705 Harding Road  
Nashville, Tennessee

The City of Belle Meade will receive sealed bids for the Street and Right-of-Way Maintenance Contract for a two (2) year period beginning JANUARY 1, 2021 and ending DECEMBER 31, 2022. At the City's option, the contract may be extended for two (2) additional one-year periods. Sealed bids, subject to the conditions contained herein, will be received at Belle Meade City Hall, 4705 Harding Road, Nashville, Tennessee 37205 until 11:00 a.m. CST on Monday, November 8, 2020 at which time and place all bids will be publicly opened and read aloud.

The work for which bids are submitted consists of furnishing all labor, equipment, and materials for various maintenance or small construction projects as designated by the City and its Public Works Department in connection with streets, rights-of way or infrastructure. All projects under this Contract cannot exceed the required public advertisement and sealed bid threshold of \$10,000.

Contract documents and specifications are on file and may be obtained at Belle Meade City Hall, 4705 Harding Road, Nashville, Tennessee 37205, phone (615) 297-6041.

The City reserves the right to require the approved Bidder to file an acceptable Performance Bond within ten (10) days after award of the Contract. *(The City reserves the right to choose to accept a letter of credit from the Bidder's financial institution in lieu of a Performance Bond OR waive the Bond requirements altogether.)*

The City of Belle Meade, hereinafter called the Owner, reserves the right to reject any and all proposals and waive any formality or technicality in any proposal in the interest of the Owner.

Bids may be held by the Owner for a period not to exceed thirty (30) days from the date of the Bid Opening for the purpose of reviewing the Bids and investigating the qualifications of the Bidder's prior to awarding the Contract.

## INSTRUCTIONS TO BIDDERS

### 1. DEFINED TERMS:

The term "Successful Bidder" means the most qualified, responsible Bidder to whom the City of Belle Meade (on the basis of evaluation as hereinafter provided) makes an award. The term "Owner" refers to the City of Belle Meade.

### 2. COPIES OF BIDDING DOCUMENTS:

Documents and specifications are available at Belle Meade City Hall or online from the City's website, [www.citybellemeade.org/finance/](http://www.citybellemeade.org/finance/) as stated in the Advertisement for Bids. Complete sets of Documents must be used in preparing Bids. The Owner does not assume any responsibility for misinterpretations or errors resulting from the use of incomplete sets of Documents.

### 3. QUALIFICATIONS OF BIDDERS:

All Bidders must be licensed Contractors as required by the Contractors Licensing Act of 1976 (TCA Title 62, Chapter 6). **No bid will be opened unless the outside of the sealed envelope containing the bids provides the following information:**

- **Project name: Street and Right-of-Way Maintenance Contract**
- **Contractor's license number, the date of the license's expiration, and a quotation of that part of his classification applying to the bid.**
- **Time and date of bid opening**

In the case of joint ventures, each party submitting the bid must provide this information. All bids must be made out on the Bid Form contained in these contract specifications. No Bidder may withdraw a submitted Bid for a period of sixty (60) days after the date set for the opening of Bids.

In addition to any items listed elsewhere in these Documents, **each Bid must contain the following:**

- **Certificate of Insurance**, naming the Owner as an additional insured, for \$1,000,000 (one million dollars) each in general liability and automobile liability, \$2,000,000 aggregate.
- **Proof of Workmen's Compensation coverage** in compliance with the laws of the State of Tennessee
- **Proof of licensure to do business** (Contractors or Sub-Contractors License).
- **Drug-free Workplace Affidavit** – (included in this document) T.C.A. § 50-9-113 - Effective January 1, 2001, any contractor with five or more employees who provides construction services for the state or any local government is required to submit an affidavit stating that the contractor has a drug free workplace program in compliance with the Tennessee Drug Free Workplace Act, T.C.A. §§ 50-9-101 through 50-9-113. The drug free workplace affidavit is to be submitted with this bid. This statute directs that no local government shall award any construction contract to a contractor who does not submit such an affidavit with its bid.
- **Iran Divestment Act Certification** – (included with this document) must be completed as per T.C.A. § 12-12-106, requiring a list of persons determined to engage in investment activities in Iran be published, making them ineligible to contract with the state of Tennessee.

#### 4. INSURANCE:

The Contractor shall furnish a Certificate of Insurance indicating sufficient coverage, a minimum amount of \$1,000,000 (one million dollars) per occurrence, each for general liability and automobile, \$2,000,000 aggregate, to protect the Owner and to hold the Owner harmless from any damage or injuries due to the Contractor's negligence. The Contractor is to furnish a Certificate of Insurance indicating coverage under a Workman's Compensation policy that meets the State minimum requirements. The policies will be in the name of insurance companies with a Best Rating of not less than B+.

#### 5. INTERPRETATIONS AND ADDENDA:

No oral interpretation will be made to any Bidder as to the meaning of the specifications. Interpretations, if made, shall be written in the form of an addendum and sent to all Bidders to whom documents have been issued.

#### 6. QUESTIONS:

All questions should be directed to Larry Smith, Public Works Director, at 615-297-6041 or email to [lsmith@citybellemeade.org](mailto:lsmith@citybellemeade.org).

#### 7. CONTRACT PERIOD:

Contract is for a two (2) year period beginning January 1, 2021 and ending December 31, 2022. At the Owner's option, the contract may be extended for two (2) additional one-year periods.

#### 8. BID FORM:

The Bid Form is included in these Documents; additional copies may be obtained from City of Belle Meade or may be photocopied. Bid Forms must be completed in ink or typewritten. The prices for work and the names and addresses of the Bidders shall be clear and legible. Signatures shall be in the space provided with the name printed or typed below.

#### 9. SUBMISSION OF BIDS:

Bids will be accepted at Belle Meade City Hall until 11:00 a.m. CST on Monday, November 9, 2020. Bids must be in an opaque, sealed envelope containing the following information on the outside, otherwise the bid will not be opened:

- **Name of Project: Street & Right-of-Way Maintenance Contract.**
- **Name of Bidder, contractor's license number, date of expiration and a quotation of that part of Bidder's classification applying to bid.**
- **Time and date of bid opening: 11:00 a.m., CST, November 9, 2020.**

All Bids received prior to the time of the Bid Opening shall be securely retained until that time. No Bids will be accepted after the above stated time.

#### 10. OPENING OF BIDS:

Bids will be opened publicly and read aloud. A Bid Tabulation will be made available to Bidders. The Owner reserves the right to reject any and all bids and waive any formality or technicality in any Bid in the interest of the Owner. All Bids shall remain open for thirty (30) days after Opening, but the Owner may release any Bid and return the Bid Security prior to that date.

#### 11. AWARD OF CONTRACT:

The Owner reserves the right to accept any part, or all of any bid, and to reject any and all or parts of any and all Bids, to waive any and all informalities and to negotiate contract terms with

the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, or conditional Bids. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract Agreement and to complete the work contemplated therein. Further, the Bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the Supplemental General Conditions.

12. EXECUTION OF CONTRACT AND DELIVERY OF BONDS:

The successful Bidder shall, within seven (7) days after notice that his/her proposal has been accepted, enter into a contract and, upon request, deliver to the Owner acceptable Performance Bonds issued by an approved surety company satisfactory to the Owner. *(The Owner reserves the right to choose to accept a letter of credit from the Bidder's financial institution in lieu of a Performance Bond OR waive the Bond requirements altogether.)*

13. TERMS OF PAYMENT:

Payment will be made upon completion of the work by Contractor within 30 days or less from the date of invoice, or for lengthy projects, progress payments will be made under these same terms.

## BID PROPOSAL

Bid for Street & Right-of-Way Maintenance  
City of Belle Meade  
4705 Harding Road  
Nashville, Tennessee 37205

Pursuant to, and in compliance with the advertisement for bids dated October 8, 2020, and Instructions to Bidders and other documents related thereto, the undersigned, having examined the Specifications and all related documents, hereby proposes to furnish all labor, materials, equipment, and services to perform all specified work for the above named project in strict accordance with the Contract Documents at the price(s) set forth on the accompanying Bid Form Schedule attached hereto. These prices are to cover all expenses incurred in performing the work required under the bidding instruments, of which this proposal is a part. It is hereby agreed that if this bid is accepted, all work called for shall be performed under the supervision of the bidder and by bidder's own employees or persons or subcontractors approved in advance by the City of Belle Meade.

The undersigned Bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Construction Contract, the detailed Specifications, and all related documents pertaining to the work to be done, all of which have been examined by the undersigned.

The Bidder hereby agrees to be available to commence work under this contract on January 1, 2021. The terms of this agreement shall be for a period of (2) years with an option for a third and fourth year extension. The Bidder hereby agrees that preference will be given to domestic construction material and further agrees to require subcontractors, and material suppliers to also give preference to domestic construction material.

Liquidated damages will be assessed at a rate of Three Hundred (\$300.00) dollars per working day for each day the Contractor fails to begin work in response to a normal request for work by the Owner within two weeks and an emergency request by the City within three days. The City will specify when an emergency request is being made. The Contractor will be allowed one (1) additional day for each day of inclement weather.

The Bidder agrees to furnish all labor, materials, equipment and incidentals necessary for construction and placing into operation of the Street and Right-of-Way Maintenance Contract for the unit prices in each of the following schedules:

- Equipment
- Labor
- Material
- Infrared Paving

**CITY OF BELLE MEADE****CONTRACTOR NAME:** \_\_\_\_\_

<b>BID SCHEDULE – STREET MAINTENANCE CONTRACT</b>		
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>RATE PER HOUR</b>
<b>EQUIPMENT RENTAL SCHEDULE</b>		
1	Tandem or Tri-Axle Trucks	\$
2	Single Axle Truck	\$
3	Pickup Truck	\$
4	M750 Maintainer	\$
5	G660 Gradall	\$
6	Asphalt Paving Machine PF-65	\$
7	Asphalt Paving Machine PF-180	\$
8	Widening Machine	\$
9	Asphalt Distributor	\$
10	Roller, 2 Ton	\$
11	Roller, 3-5 Ton	\$
12	Roller, Vibratory	\$
13	Vibratory Compactor, Hand Operated	\$
14	D-6 Dozer	\$
15	977 Traxcavator	\$
16	930 Loader	\$
17	Athey Loader	\$
18	Trencher	\$
19	Motor Patrol (#12 Caterpillar, or Equal)	\$
20	Motor Patrol (#503 Gallion, or Equal)	\$
21	Bobcat Loader	\$
22	Backhoe	\$
23	Power Broom	\$
24	Pavement Breaker with Compressor	\$
25	Concrete Saw	\$
<b>Note: These rates do not include operators</b>		

**CITY OF BELLE MEADE****CONTRACTOR NAME:** \_\_\_\_\_

<b>BID SCHEDULE – STREET MAINTENANCE CONTRACT</b>		
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>RATE PER HOUR</b>
<b>LABOR SCHEDULE</b>		
1	Bricklayer	\$
2	Carpenter or Lead Person	\$
3	Concrete Finisher	\$
4	Laborer	
	Class A	\$
	Class B	\$
5	Painter and Sandblaster	\$
6	Truck Driver, 2 or 3 Axles	\$
7	Truck Driver, Single Axle or Pickup	\$
8	Power Equipment Operator	\$
	Class A	\$
	Class B	\$
	Class C	\$
	Class D	\$
	Class E	\$
9	Welder	\$

**CLASSIFICATION OF LABOR:**

Laborers:

Class A: Unskilled Laborer, Flaggers

Class B: Skilled Laborers: Air Tool Operator, Asphalt Raker, Chain Saw Operator, Concrete Mixer Operator, (Less than 1 yard), Concrete Rubber/Edger, Fence Erector, Form (Steel Road), Guard Rail Erector, Mechanic's Tender (Tire Changer or Oiler), Mortar Mixer, Nozzleman or Gun Operator (Gunitite), Pipelayer, Sign Erector.

Power Equipment Operators:

Class A: Backhoe/Hydraulic Excavator (3/4 yard and over), Crane, End Loader (3 yards and over), Motor Patrol (finish), Pile Driver, Dragline.

Class B: Backhoe/Hydraulic Excavator (less than 3/4 yard), Bull Dozer or Push Dozer, End Loader (less than 3 yards), Motor Patrol Operator (Rough), Tractor (Crawler/Utility), Scraper, Shovel, Trenching Machine.



Class C: Asphalt Paver, Concrete Finishing Machine, Concrete Paver, Scale, Spreader (self-propelled), Concrete Grinder, Asphalt Milling Machine.

Class D: Bobcat, Central Mixing Plant, Concrete Pump, concrete Saw, Curb Machine (Automatic or Manual), Dozer or Loader Operator (Stockpile), Drill Operator (Piling), Mulcher or Seeder, Rock Drill (truck mounted), Roller (asphalt), Roller (compaction self-propelled), Soil Stabilization Machine, Tractor (boom and hoist), Bituminous Distributor Machine, Ditch Paving Machine, Pump, Track Drill.

Class E: Boring Machine (horizontal).

**CITY OF BELLE MEADE****CONTRACTOR NAME:** \_\_\_\_\_

<b>BID SCHEDULE – STREET MAINTENANCE CONTRACT</b>			
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>RATE/ UNIT</b>
<b>MATERIAL SCHEDULE</b>			
1	Crushed Stone (all sizes)	TON	\$
2	Cut-Back Asphalt (RC-20)	GAL	\$
3	Hot Asphalt (AC)	GAL	\$
4	Concrete	CY	\$
5	Asphaltic Concrete Binder 307-B or C	TON	\$
6	Asphalt Concrete Surface 411-E	TON	\$
7	Extruded Asphalt Curb	LF	\$
8	Extruded Concrete Curb	LF	\$
9	Raised Pavement Markers	EA	\$
10	Painted 4-inch Striping	LF	\$
11	Painted 12-inch Stop Bars	LF	\$
12	Painted Pavement Markings	EA	\$
13	Thermoplastic 12-inch Stop Bars	LF	\$
14	Thermoplastic Pavement Markings	EA	\$
15	Cold Mix	TON	\$
16	Topsoil	CY	\$
17	Seeding and Strawing	SF	\$
18	Sod	SY	\$

\*Contract unit bid prices for bituminous materials (asphalt concrete) will be adjusted to compensate for increases and decreases in the Contractor's bituminous material cost using the Tennessee Department of Transportation (TDOT) methodology to calculate the "Monthly Bituminous Adjustment Factor" as per the State of Tennessee Special Provision 109B. The Contractor shall submit the most recent TDOT Bituminous Index information to the Owner for pricing approval prior to beginning a project under this Contract.

If a material is not listed on the Bid Schedule, the Contractor will be paid the invoice price plus five percent (5%).

The above unit prices shall include all overhead, profit, insurance, etc., to cover the finished work of the various kinds called for.

**CITY OF BELLE MEADE**

**CONTRACTOR NAME:** \_\_\_\_\_

<b>BID SCHEDULE – STREET MAINTENANCE CONTRACT</b>			
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>RATE/ UNIT</b>
	<b>INFRARED PAVING SCHEDULE</b>		
1	Asphalt Repairs by Infrared Procedure	SQ. FT.*	\$

**\*Payment to be made by the Square Foot of pavement repaired/treated and shall include all labor, materials, and equipment to perform the described repair.**

**Infrared Asphalt Pavement Repair Specifications**

The work shall consist of furnishing materials and performing a permanent infrared repair on an area of damaged asphalt pavement. The location to be restored shall be identified prior to commencement of repair activities.

**REQUIRED MATERIALS**

If needed, a one-component emulsified maltenes recycling agent (rejuvenator) is to be applied to the restored area in a ratio of 1:1 with water. This solution shall be well dispersed with a commercial grade sprayer at a rate of 8 ounces per square yard of heated area. This application area shall include both the area under repair as well as the area heated but left undisturbed around the perimeter of the repair. The application shall take place after the area has been scarified and just prior to the addition of new asphalt. This rejuvenator replaces the light oil component of asphalt, which has oxidized out over time.

The Infrared repair contractor shall provide TDOT 411E or D mix at plant mix temperature (275-325 degrees Fahrenheit) to be added to the repair to bring the area up to grade with the existing road.

**EQUIPMENT - GENERAL**

The infrared restoration equipment shall consist of a truck mounted self- contained asphalt restoration system using ultimate air burner apparatus, or approved equal. Contractor should have equipment available for immediate use upon contract execution.

**INFRARED HEATER**

The heating chamber shall contain at least six 6' long stainless steel converters to generate the infrared radiation. The converters shall be made from a single piece of stainless steel pipe with NO WELDED ORIFICES. The chamber used shall consume no more than 12,500 BTU per square foot of heated area. This rate of consumption shall translate into the ability of the heater to soften asphalt to a depth of 1 ½ -2 ½ inches in 8-10 minutes without burning the surface. Compactor/Roller- the compaction equipment used shall be vibratory capable of generating at least 2000 lbs. of applied force/square inch.

A steel rake shall be used to delineate the repair area along the chalk line and to scarify the heated area of the patch inside the chalk line to a depth of at least 2 inches.

A 36" wide lute shall be used to evenly distribute the added asphalt and to establish the proper grade.

## METHODS OF CONSTRUCTION

Before the Infrared Restoration is begun, the proper authorities, in conjunction with the contractor will mark out the areas to be restored. The total time for a typical single heat restoration should be no more than 20-30 minutes.

This timeframe shall be strictly adhered to so as to insure that both the heated pavement and added asphalt have not been allowed to cool significantly. This guarantees the proper fusion between the repair and the existing road surface.

## SAFETY & PREPARING THE WORK AREA

Proper safety precautions shall be taken including traffic cones, signage, and flagmen (if necessary) to insure a safe workplace for workers, pedestrians and automobile traffic.

The area shall be swept clean of dirt, loose aggregate or standing water. A chalk line shall be drawn 6-12 inches back from the damage.

## HEATING THE REPAIR AREA

The infrared chamber is lowered over the repair being sure to allow at least 12 – 18 inches of heated area beyond the perimeter of the original opening. To insure the proper heating time, the contractor shall check the surface temperature of the asphalt at seven minutes and every minute thereafter using an infrared thermometer so as not to allow the surface temperature to exceed 350 degrees Fahrenheit. The heating time is influenced by the ambient temperature, the color of the pavement, the size of the aggregate, and the moisture content. After the appropriate heating time (typically 8-10 minutes), the asphalt surface will be softened to a depth of 1-2.5 inches. The infrared chamber is then removed from the heated area.

## RAKING THE HEATED AREA

The backside of a steel rake is used to neatly square off the repair, cutting 6 – 12 inches back from the damage along the chalk line. The area inside the repair is then deeply scarified, taking special care to eliminate the original seam between the repair and the road. The maltiness rejuvenator shall be applied to the repair if needed, and the surrounding heated asphalt surface.

## COMPACTION

The area is properly compacted being sure to roll the edges first to fuse the hot repair to the heated but untouched surrounding pavement. A light coating of stone dust can then be spread over the repair to remove the tackiness. The road can then be opened to traffic.

## STANDARD WARRANTY

The infrared restoration installed under this specification shall be guaranteed by the contractor against failure resulting from defective materials or methods of application for a period of one year from date of installation.

The contractor shall guarantee to repair, without cost to Owner that part of the original restoration installed under this contract that, in the opinion of Owner, has not remained in useful service.

The repair installed under this warranty shall be guaranteed the same as the original material from the date of the original restoration.

This warranty shall not include depressions or areas of settlement caused by lack of proper compaction of the base or sub-base material.

#### GENERAL NOTES

The Owner's Representative will mark the limits of construction prior to starting work. The depth and type of repair are also to be determined by Owner's Representative.

#### LICENSING REQUIREMENTS

Contractor must comply with all of the provisions of the Contractors Licensing Act of 1976 of the State of Tennessee, the same being set out in Tennessee Code Annotated, 62-6-101 et seq., and Section 62-6-119 as amended by 1997 Tennessee Public Act No. 153. Said Act and amendments are incorporated herein by reference. Absent the Tennessee Contractor's License Number, the License expiration date, and the submission of the appropriate classification for this solicitation. The name, license number, expiration date, and license classification of any Subcontractor being proposed for use on this Project for electrical, plumbing, or HVAC (except when the amount for the subcontractor's work is less than \$25,000) or masonry (except when the amount for the subcontractor's work is less than \$100,000).

WE, THE UNDERSIGNED BIDDER, declare that this proposal is made without connection to any other person or persons making proposals for the same work and that it is, in all respects, fair, and in good faith without collusion or fraud. Payment for work performed will be in accordance with the Bid Schedule, subject to changes provided for in the Construction Contract.

Respectfully submitted, (Please Print)

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
By (Contractor's Representative)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's License Number

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email Address

**NOTE: (INCLUDE WITH BID)**

**DRUG-FREE WORKPLACE AFFIDAVIT**

STATE OF Tennessee

COUNTY OF Davidson

The undersigned, principal officer of

\_\_\_\_\_, (the "Company"), being duly authorized to execute this affidavit on its behalf makes oath as follows:

1. The Company is an employer of no less than five (5) employees receiving pay and is submitting a bid to the City of Belle Meade for a contract to provide construction services.
2. The Company has a drug-free workplace program in full compliance with Title 50, Chapter 9, of the Tennessee Code Annotated, in effect at the time of the submission of such bid.
3. This affidavit is submitted in compliance with T.C.A. 50-9-113.

Further affiant saith not.

**Principal Officer** \_\_\_\_\_

**Title:** \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that the statements contained in the forgoing affidavit are true of his own knowledge.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**CONTRACTOR CERTIFICATION  
TCA Title 12, Chapter 12 – IRAN DIVESTMENT ACT**

Date: \_\_\_\_\_

**NOTE: INCLUDE THIS SHEET WITH**

Contractor Name \_\_\_\_\_

**BID SUBMITTAL**

Address \_\_\_\_\_

City, State \_\_\_\_\_

Contract Name/description: **City of Belle Meade Street & R-O-W Maintenance Contract 2021-2022**

The City of Belle Meade has executed and hands you herewith an executed counterpart of its contract with you for the performance of the above work. In your performance on this contract, we call to your attention the provisions of Tennessee Code Annotated Title 12, Chapter 12, Iran Divestment Act, which requires that any bidder submitting a bid or proposal, or who contracts with the state or political subdivision of the state, including a contract renewal or assumption, shall certify the following statement as true 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 Section 12-12-106" (copy attached). In your performance of this contract, we shall expect full compliance with the requirements of this statute and request your confirmation of this fact upon the line provided below.

THE CITY OF BELLE MEADE

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_ (Contractor) certifies that it understands the requirements of the above-referenced statute and agrees that it will comply fully with the same in the performance of the above contract.

By: \_\_\_\_\_  
(Contractor's Representative)

Date: \_\_\_\_\_

\_\_\_\_\_  
Print name of Representative





Central  
Procurement Office

### NOTICE

Tenn. Code Ann. § 12-12-106 requires the chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

For these purposes, the State intends to use the attached list of “Entities determined to be non-responsive bidders/offers pursuant to the New York State Iran Divestment Act of 2012.”

While inclusion on this list would make a person ineligible to contract with the state of Tennessee, if a person ceases its engagement in investment activities in Iran, it may be removed from the list.

If you feel as though you have been erroneously included on this list, please contact the Central Procurement Office at [CPO.Website@tn.gov](mailto:CPO.Website@tn.gov).

List Date: April 15, 2020

Source: <https://www.ogs.ny.gov/iran-divestment-act-2012>

1. Ak Makina, Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat Iran
7. Bank Sepah
8. Bank Tejarat
9. China Precision Machinery Import- Export Corporation (CPMIEC)
10. ChinaOil (China National United Oil Corporation)
11. China National Offshore Oil Corporation (CNOOC)
12. China National Petroleum Corporation (CNPC)
13. Indian Oil Corporation
14. Kingdream PLC
15. Naftiran Intertrade Co. (NICO)
16. National Iranian Tanker Co. (NITC)
17. Oil and Natural Gas Corporation (ONGC)
18. Oil India, Ltd.
19. Persia International Bank
20. Petroleos de Venezuela (PDVSA Petróleo, SA)
21. PetroChina Co., Ltd.
22. Petronet LNG, Ltd.
23. Sameh Afzar Tajak Co. (SATCO)
24. Shandong FIN CNC Machine Co., Ltd.
25. Sinohydro Co., Ltd.
26. Sinopec Corp. (China Petroleum & Chemical Corporation)
27. SKS Ventures
28. SK Energy Co., Ltd.
29. Som Petrol AS
30. Unipec (China International United Petroleum & Chemicals Co., Ltd.)
31. Zhuhai Zhenrong Co.