

Date: June 11, 2019

Requisition No.: 185152

**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 June 25, 2019*

Requisition / Bid No.: R185152 / 305553
Ordering Dept.: Parks Division, Public Works
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov

Items Being Purchased: Custodial Services for City Wide Park Facilities

*****REQUEST FOR BIDS MUST BE RECEIVED*****
2:00 P.M., EST on June 25, 2019

*****PRE-BID CONFERENCE WILL BE CONDUCTED*****
10:00 A.M., EST on June 18, 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:
 25-JUN-19 at 2:00 PM

BID NUMBER: 305553

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

| Item | Class-Item | Quantity | Unit | Unit Price | Total |
|--|------------|----------|------|------------|-------|
| Requisition / Bid No.: 185152 / 305553 Ordering Dept.: Parks Division, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236 | | | | | |
| Items Being Purchased: Custodial Services for Citywide Park Facilities per specifications | | | | | |
| ATTACHMENTS: 1. Specifications (7 pages) 2. Appendix B; Frequency and Schedule (2 pages) 3. Affirmative Action Plan (2 pages) 4. Iran Divestment Act Disclosure (1 page) 5. 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 June 18, 2019 at 10:00 AM, at the Walker Pavilion at Coolidge Park, 150 River Street, Chattanooga, TN 37405. Attendance at the Pre-Bid is Preferred. | | | | | |
| This Shall Be A Twelve (12) Month Blanket Contract To Supply Custodial Services for Citywide Park Facilities at listed locations in the specifications, Spec# 3. | | | | | |
| 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 JUNE 25, 2019 *** | | | | | |
| PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305553) 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 | | | | | |

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| Item | Class-Item | Quantity | Unit | Unit Price | Total |
|---|------------|----------|------|------------|-------|
| <p>listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>**** NOTE **** PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</p> <p>Company Name _____</p> <p>Address _____</p> <p>_____</p> <p>Phone/Toll-Free No. _____</p> <p>Fax No. _____</p> <p>eMail Address _____</p> <p>Contact Person's Name _____</p> <p>Estimated Delivery _____</p> <p>Minority-Owned Business _____ Small Business _____ Veteran _____</p> <p>Minority Woman-Owned Business _____ Disabled Veteran _____</p> <p>Woman-Owned Business _____</p> <p>**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****</p> | | | | | |

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



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| Item | Class-Item | Quantity | Unit | Unit Price | Total |
|------|---|----------|-------------|------------|-------|
| 1 | Citywide Park Custodial Service, Monthly | 12 | Month | _____ | _____ |
| 2 | Hourly Cost to Provide Additional Custodial Maintenance Services not Listed | 80 | Hour | _____ | _____ |
| 3 | Additional Facilities added during term of contract | 42000 | Square Foot | _____ | _____ |
| 4 | Additional Restrooms added during term of contract | 16800 | Square Foot | _____ | _____ |

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TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

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COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

CITY WIDE PARK FACILITY CUSTODIAL SPECIFICATIONS

1. GENERAL

1.1. SCOPE OF WORK

Scope of Work: Schedule and perform cleaning and custodial services for City-Wide Park facilities. Locations listed under Section 3.

The areas covered by these specifications shall be toured for estimating purposes before bidding. If you have questions concerning a site after your tour contact the Director of Parks at (423) 643-6122 for assistance.

1.2. PRE-BID CONFERENCE

A pre-bid conference will be held at the Walker Pavilion at Coolidge Park, 150 River St. Chattanooga, TN 37405 at the time and date outlined in the advertisement for bid.

1.3. REQUIREMENTS FOR INSURANCE COVERAGE

Insurance Requirements may be found in Standard Terms and Conditions;
<http://chattanooga.gov/purchasing/standard-terms-and-conditions>

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

1.4. 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 three (3) additional 12 month terms.

The contract shall begin upon receipt of the purchase order from the City provided the conditions in Section 2 are met.

1.5. BASIS FOR AWARD

Awards shall be made to the responsible and responsive contractor submitting the best bid considering the following.

- Proposed Schedule of Services
- Price
- Ability to Perform

1.6 BASIS FOR BIDDING

- Per month cost to provide all services listed below, at the frequency outlined in the proposed schedule of services, to the facilities and areas listed
- Per hour cost to provide additional general maintenance services not outlined in this contract
- Per square footage cost to provide additional Restroom cleaning services (with frequencies and duties outlined in frequency chart appendix) for any new facilities built during the term of this contract.
- Per square footage cost to provide additional Facility (non-restroom) cleaning services (with frequencies and duties outlined in frequency chart appendix) for any new facilities built during the term of this contract.

1.7 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The Contractor shall comply with the requirements of these Specifications and the General Conditions and Instructions to Bidders supplied by the City of Chattanooga Purchasing Department as a part of the Bid package for this work.

2. SERVICES

2.1. Restroom Facilities: The contractor shall ensure that all facilities are clean, free of odors, and contain adequate supplies.

- 2.1.1. Restroom facilities shall be cleaned one time daily, 7 days a week including holidays. These cleanings will occur between the hours of 7am -10am. These hours may flex depending on seasonality of use and activity.
- 2.1.2. Inspect, deodorize, clean and disinfect all inside surfaces (toilet bowls & seats, urinals, sinks, counters, floors, partitions, etc). Recently cleaned surfaces shall be dried before use of the facility by the public.
- 2.1.3. Mop all floors at least once daily to remove sand, dirt, mud and other typical floor sediment.
- 2.1.4. Thoroughly clean and polish all mirrors, glass, stainless steel, chrome and other metal surfaces.
- 2.1.5. Empty and damp wipe all trash containers and remove waste.
- 2.1.6. Dust all partitions and sills and clean all ceiling exhaust fan grilles.
- 2.1.7. Spot clean to remove all fingerprints, smudges, and dirt from light switches, door casings, trash receptacles, kick and push plates, handles etc.
- 2.1.8. Spot clean all walls including areas adjacent to sinks, urinals, trash cans, soap dispensers, etc.
- 2.1.9. All interior areas subject to wet or damp conditions shall be kept free of mold, mildew, fungi or other biological formations.

- 2.1.10. Furnish and distribute roll toilet tissue, paper towels, and hand soap as needed. These items will be furnished in such manner as to provide a continuous, uninterrupted supply to the public. The contractor is responsible for receiving the items from the on-site storage location and transporting them to all facilities.
- 2.1.11. Clean and sanitize all drinking fountains.
- 2.1.12. Remove all insects, insect nests, and webs, from interior and exterior of the facility.
- 2.2. Picnic Shelters: Daily. Clean all structures and tables, including seats, tops, and concrete base slabs with general cleaner. Remove litter from all adjacent grounds and facilities. Remove all vegetation, living and dead, from inside the picnic area. Service all waste containers inside picnic shelter space.
- 2.3. Public Space Buildings: Provide cleaning services as necessary. Keep buildings clean, in proper working order, and free of objectionable odors. All inside and outside surfaces shall be cleaned. Trash cans shall be emptied, cleaned and disinfected. Perform cleaning services at a time and in such a manner to minimize the impact on the staff and visitors. Special uses or requirements or unusually heavy use may require additional cleaning. The cleaning schedule shall be adequate to maintain an acceptable professional appearance in and around the complex.
- Frequent Requirements:
- Empty and clean trash receptacles
 - Dust furniture and machines
 - Sweep, mop or vacuum floors (includes patio and entrance areas)
 - Inspect area (inside and out) for insect nests and webs and remove
 - Police around building
 - Public restrooms, follow same requirements detailed in Section 2.1
 - Clean and sanitize all drinking fountains
- Less Frequent Requirements:
- Weekly sweep and dust offices
 - Monthly clean windows and blinds
 - Clean light fixtures and replace inoperable bulbs, as needed

3. LOCATIONS

Jefferson Park, Milliken Park, St Elmo Park, John A Patten Park, Southside Community Park, East Lake Park, Brainerd Tennis Cts, Heritage Park, Riverview Park, Stringers Ridge Spears Ave Trailhead, Greenway Farm Park, North Chickamauga Creek Greenway, Rivermont Park, Sterchi Farm Trailhead Park

3.1. Jefferson Park, 1730 Jefferson Street

- 3.1.1. Clean men's and women's restrooms and lock daily as defined in Section 2.1.1; 105 sq ft concrete floor
- 3.1.2. Clean picnic shelter space as defined in Section 2.1.2

3.2. St Elmo Park, 4909 St Elmo Ave.

- 3.2.1. Clean men's and women's restrooms and lock daily as defined in Section 2.1.1; 105 sq ft painted concrete floor
- 3.2.2. Clean picnic shelter space as defined in Section 2.1.2

3.3. John A Patten Park, 3202 Kelly's Ferry Road

- 3.3.1. Clean outdoor men's and women's restrooms (near playground) and lock daily as defined in Section 2.1.1; 105 sq ft painted concrete floor
- 3.3.2. Clean picnic shelter space as defined in Section 2.1.2

3.4. Milliken Park, 100 W. 45th St.

- 3.4.1. Clean men's and women's restrooms and lock daily as defined in Section 2.1.1; ; 105 sq ft painted concrete floor

3.5. East Lake Park, 3000 E. 34th St. - **Currently Under Construction until early 2020**

- 3.5.1. Clean men's and women's restrooms and lock daily as defined in Section 2.1.1
- 3.5.2. Clean picnic shelter space as defined in Section 2.1.2, multiple locations

3.6. Brainerd Park, 1010 N. Moore Rd.

- 3.6.1. Clean outdoor men's and women's restrooms (located at Tennis Courts) and lock daily as defined in Section 2.1.1; 105 sq ft concrete floor
- 3.6.2. Clean picnic shelter space as defined in Section 2.1.2

3.7. Stringer's Ridge Trailhead, 1312 Spears Ave.

- 3.7.1. Clean outdoor men's and women's restrooms and lock daily as defined in Section 2.1.1; 105 sq ft painted concrete floor

3.8. Riverview Park, 1000 Barton Ave.

- 3.8.1. Clean outdoor men's and women's restrooms and lock daily as defined in Section 2.1.1; 105 sq ft concrete floor
- 3.8.2. Clean picnic shelter space as defined in Section 2.1.2

- 3.9. Rivermont Park, 1096 Lupton Dr.
 - 3.9.1. Clean outdoor men's and women's restrooms and lock daily as defined in Section 2.1.1
 - 3.9.2. Clean picnic shelter space as defined in Section 2.1.2

- 3.10. Greenway Farm Park, 3008 Hamill Rd.
 - 3.10.1. Clean outdoor men's and women's restrooms (near Dog Park) and lock daily as defined in Section 2.1.1; 105 sq ft concrete floor
 - 3.10.2. Clean outdoor (located at Outdoor Chattanooga Barn) and lock daily as defined in Section 2.1.1; 60 sq ft concrete floor
 - 3.10.3. Clean Conference Center building as detailed in section 2.3. This facility includes approximately 5,000 square feet of floor space with carpet and tile floors which requires sweeping, vacuuming, mopping and periodic stain removal. Includes public restrooms, kitchen, conference/meeting space, and adjacent outdoor areas

- 3.11. Southside Community Park, 3501 Central Ave.
 - 3.11.1. Clean outdoor men's and women's restrooms and lock daily as defined in Section 2.1.1; 105 sq ft concrete floor
 - 3.11.2. Clean picnic shelter space as defined in Section 2.1.2

- 3.12. Sterchi Farm Trailhead Park, 2882 Harrison Pike
 - 3.12.1. Clean outdoor men's and women's restrooms and lock daily as defined in Section 2.1.1; 105 sq ft painted concrete floor
 - 3.12.2. Clean picnic shelter space as defined in Section 2.1.2

4. ITEMS PROVIDED BY CITY/CONTRACTOR FOR CITY-WIDE PARK FACILITIES

The City will provide the following items for contractor use:

- Cleaning chemicals and solutions
- Soaps and paper products for restroom facilities
- Trash can liners
- Facility keys as needed

The Contractor will provide the following items for contractor use:

- Cleaning tools & equipment
- Personal Protective Equipment
- Employee uniforms
- Transportation to and from all facilities

5. ADDITIONAL REQUIREMENTS FOR REQUESTED SERVICES

- 5.1. Schedule of Services: Submit to Parks Division for approval the "Schedule of Services" for cleaning, custodial services and refuse removal indicating as a minimum frequencies, days of the week, and time of the day, prior to commencing work and prior to changing the schedule.
- 5.2. Meet with Parks Division leadership to discuss seasonal changes each March and September.
- 5.3. A daily log must be kept and submitted weekly to Parks Division
- 5.4. All maintenance issues (broken fixtures, leaks, etc.) must be reported to Parks Division General Supervisor immediately. Call: 423-643-6120 Text: 423-400-4292 Email: ammccormick@chattanooga.gov
- 5.5. All cleaning services must be approved by Parks Division. If the service is not approved, corrections must be made and completed to meet specifications and approval within forty-eight (48) hours. If approval is not granted within forty-eight (48) hours there will be a \$50.00 per day penalty until satisfactorily completed
- 5.6. A representative of the contractor must be immediately available to handle any complaint. All complaints must be corrected immediately.
- 5.7. Contractor shall be responsible for replacing any and all restroom fixtures including faucets, lavatories, commodes, urinals, soap holders, etc. resulting from carelessness or harsh cleaning agents which causes permanent staining, corrosion, discoloration, tarnishing, or malfunction of fixture(s). Contractor shall be responsible for repairing/replacing tile grout, tile or other flooring, furniture, permanent or temporary fixtures of any kind should contractor cause permanent damage or bad appearance to any of the above whether or not it was done purposely or accidentally. Should the above occur the repairs/replacements shall be to the satisfaction of Parks Division.
- 5.8. All written complaints relating to the janitorial company shall receive written response from the janitorial company owner/manager within ten (10) days of the dated complaint specifying what action will be taken to prevent further complaints
- 5.9. Any keys that are lost or door locks that are damaged must be replaced at janitorial company's expense. The work shall be performed by the company designated by Parks Division and the type or brand of lock/key will be specified by the Parks Division. In the event of an emergency situation and a locksmith has to be called the authorized locksmith is Ace Lock & Key (423-605-9222).
- 5.10. All employees of the contractor performing services under this contract shall be uniformed with matching logoed shirts, long pants and closed-toe shoes.
- 5.11. All Personal Protective Equipment (PPE: gloves, glasses, masks, etc) necessary to safely perform the requirements of this contract shall be furnished by the contractor and used at all necessary times.

6. QUALIFICATIONS FOR PROSPECTIVE BIDDERS

6.1. Minimum Qualifications

6.1.1. The following requirements shall be considered the minimum for a Contractor to be considered as qualified to provide services under this contract, and shall be a prerequisite to any award.

- A period of three (3) years experience in the performance of professional custodial/janitorial service as specified.
- Current operation of a field office and/or warehouse within fifty (50) miles of the site to be serviced under this contract.
- Any persons designated to supervise others under this bid must reside within twenty-five (25) miles of the site to be serviced.

6.1.2. The Contractor shall execute all work subject to this bid in a professional and courteous manner at all times and all work shall be performed with a knowledgeable, English-speaking supervisor, and with experienced, well-trained, uniformed staff of enough manpower so as to complete all activities promptly and within the scope of all relevant specifications set forth in this document. The practices and procedures employed will be according to accepted industry standards

6.1.3. Services provided shall be performed by qualified and trained service personnel who are directly employed by the bidding firm. Subcontracting services in these specifications shall be prohibited without prior written consent by the City.

6.1.4. Before any work is initiated under this bid, the Contractor shall be fully licensed to provide maintenance business in the State of Tennessee. Proof of such licensing may be required by the City before a contract award is made.

6.1.5. Maintenance services are performed in public areas. Personnel shall not have any restrictions limiting proximity to children or specific locations like schools, churches, playgrounds, etc.

6.2. Required Documentation for Bid Submittals

6.2.1. Each Bidder shall submit with its bid, two (2) current references of commercial clients within 25 miles of Chattanooga that the bidder currently services.

6.2.2. Each Bidder shall submit with its bid, the qualifications and experience of the planned account manager for this contract.

6.2.3. The proposed schedule of services as outlined above.

6.2.4. The standard work log completed by the contractor and submitted to the city

**APPENDIX B
CUSTODIAL SERVICES
FREQUENCY AND SCHEDULE
City Wide Park Facilities
04/18**

| WORK TASKS | FREQUENCY OF SERVICE | | | | | Annual |
|--|----------------------|------|-----------|-------|---------|--------|
| | DAY | WEEK | AS NEEDED | MONTH | 3-MONTH | |
| Restrooms (each task as applicable) Daily after 8:00 pm | | | | | | |
| Empty trash receptacles and replace liners | 1 | | | | | |
| Clean trash receptacles using germicidal disinfectant | | 3 | | | | |
| Empty feminine waste receptacles and replace liners | 1 | | | | | |
| Clean and sanitize sinks, urinals, commodes, showers, and fixtures | 1 | | | | | |
| Polish bright work and sink, urinal, commode, and shower fixtures | 1 | | | | | |
| Clean mirrors | 1 | | | | | |
| Spot clean partitions | 1 | | | | | |
| Clean partitions using germicidal disinfectant | | 3 | | | | |
| Dust air vents and returns and sink light fixtures | | 1 | | | | |
| Clean air vents and returns and sink light fixtures | | | | 1 | | |
| Dust window sills, openings, and ledges | | 3 | | | | |
| Clean window sills, openings, and ledges | | | | 1 | | |
| Sweep floors | 1 | | | | | |
| Damp mop floors using germicidal disinfectant | 1 | | | | | |
| Spray and buff vinyl tile floors | | | | 2 | | |
| Strip and wax vinyl tile floors | | | | | | 1 |
| Spray and buff concrete floors | | | | 2 | | |
| Strip and wax concrete floors | | | | | | 1 |
| Machine scrub restroom floors | | | | | 1 | |
| Spot clean walls | 1 | | | | | |
| Clean walls | | 3 | | | | |
| Spot clean doors, kick plates, glass, and hardware | 1 | | | | | |
| Clean doors, kick plates, glass, and hardware | | 3 | | | | |
| Fill dispensers with paper products and hand soap | 1 | | | | | |
| Clean and sanitize drinking fountains | 1 | | | | | |
| Remove all insects, nests, and webs from interior and exterior | | | | | | |
| Picnic Shelters | | | | | | |
| Empty trash receptacles and replace liners | 1 | | | | | |
| Clean trash receptacles using germicidal disinfectant | | 3 | | | | |
| Reset park tables and chairs/clean | 1 | | | | | |
| Remove all vegetation, living and dead, from inside picnic area | 1 | | | | | |
| Remove litter from all adjacent grounds and facilities | 1 | | | | | |

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 the 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 the 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 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 paragraphs 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 the Contractor and/or Subcontractor shall be a breach of this contract.

(Signature of Contractor)

(Title and Name of Construction Company)

(Date)

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

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

(SIGNED) _____
(PRINTED NAME) _____
(BUSINESS NAME) _____
(DATE) _____

For 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: _____