

BID SOLICITATION



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

BID OPENING DATE AND TIME:

19-OCT-16 at 2:00 PM

BID NUMBER: 304462

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.

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

V
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R

RFQ

M
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T
O

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition No. 143520 Ordering Dept.: Public Works Buyer: William Tucker Telephone: 423-643-7238 Fax: 423-643-7244 Email: wtucker@chattanooga.gov ***** Items Being Purchased: Refuse and Recyclables Transport ***** ATTACHMENTS: Specifications (9 pages) Insurance Requirements (2 pages) Affirmative Action Plan (2 pages) Instructions to Bidders (2 pages) ***** *** BIDS MUST BE RECEIVED NO LATER THAN *** *** 02:00 PM EST on OCTOBER 19, 2016 *** ***** SEALED BIDS: All Bids must be delivered to the Purchasing Office in a sealed envelope on or before the time and date specified above. DO NOT email or fax your bid; such bids cannot be considered. ***** This shall be a twelve (12) month blanket contract to supply Refuse Transport Services as needed by agencies of the City of Chattanooga. The contract term may be renewed for two (2) additional 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. ***** City of Chattanooga Terms and Conditions are incorporated herein by Reference, and are posted on the City's Website at http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions . If you cannot download, call buyer for a copy. ***** 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, unless specific written exceptions are otherwise stated. ***** Quantities are estimates only. Purchases are to be made on an as-needed basis. The City of Chattanooga shall guarantee no minimum or maximum amount to be purchased under this contract. 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. *****					

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Item	Class-Item	Quantity	Unit	Unit Price	Total
Vendor Contact Information:					
Vendor Name _____					
Contact Person _____					
Tel. _____					
Fax _____					
Email _____					
Street Address or PO Box _____					
City, State, Zip _____					

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.

TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

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101 East 11th Street, Suite G13
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Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Contract: Refuse and Recyclables Transport, cost per Haul	2800	Each	_____	_____
2	20 Cu.Yd.Container, lease rate per week	12	Each	_____	_____
3	30 Cu.Yd.Container, lease rate per week	12	Each	_____	_____
4	40 Cu.Yd.Container, lease rate per week	12	Each	_____	_____
5	20 Cu.Yd.Container, lease rate per month	24	Each	_____	_____
6	30 Cu.Yd.Container, lease rate per month	24	Each	_____	_____
7	40 Cu.Yd.Container, lease rate per month	24	Each	_____	_____
8	Delivery Charge for delivery of containers requested by CWS	1	Each	_____	_____
9	Miscellaneous	1	Each	_____	_____

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TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

Supplemental Refuse & Recyclables Transport

1.0 BID PROCESS AND PROCEDURE

1.1 Introduction

This invitation solicits bids for the supplemental transport of refuse and recyclables for the City of Chattanooga.

The City is committed to doing business in a cost effective manner, and the consideration of contracting refuse and recyclables transport is part of the process. We greatly appreciate your interest in serving the City in this important project and look forward to receiving bids from your organization.

Please note that the submission of a bid does not constitute an offer. Bids will be awarded based on criteria outlined in this document.

1.2 Scope of Services

The City of Chattanooga is requesting bids for furnishing all labor, materials, and equipment necessary for transport of refuse and/or recyclables to and from various locations within Hamilton County. The anticipated term of any contract resulting from this bid is expected to be one (1) year with the City having the option of extending the contract on the same terms for two (2) additional one-year periods.

The predominant transport locations are listed in **Attachment 1** of this document. There may be occasional requests for roll-off transports to and from other locations within Hamilton County.

City of Chattanooga will determine the need for transports. The selected vendor shall meet the City's demand for additional transports as required.

In the event additional refuse and/or recyclables transports are added or removed, the transport cost shall be based on the agreed upon price.

There are no disposal fees associated with this service. Any applicable sanitary landfill fees or transfer fees will be paid by the City. The City will designate the disposal site for each transfer. The primary disposal sites include but are not limited to the City's Wood Recycling and Compost Center, Chattanooga Transfer Station, Orange Grove Recycling Center, Chattanooga Paperboard, Birchwood Landfill, and RockTenn.

1.3 Insurance

The contractor shall be responsible for any damages to private property that is caused by the contractor's equipment and/or operators.

Supplemental Refuse & Recyclables Transport

The service provider shall be required to furnish proof and maintain in force the following types of insurance in at least the minimum limits specified below:

Coverage	Limits of Liability
Workman's Compensation Employer's Liability	Statutory \$750,000
Bodily Injury Liability (Except Automobile)	\$750,000 each occurrence \$1,500,000 aggregate
Property Damage Liability (Except Automobile)	\$750,000 each occurrence \$750,000 aggregate
Automobile Bodily Injury Liability	\$750,000 each person \$1,500,000 each occurrence
Automobile Property Damage Excess Umbrella Liability	\$750,000 each occurrence \$3,000,000 each occurrence

1.4 Specifications

All of the services provided by the vendor shall be completed in a good and workmanlike manner. All services provided shall be in compliance with all applicable statutes, rules, ordinances and regulations of, but not limited to, the USEPA, TDOT, OSHA, ANSI, and any similar federal, state, and local laws or regulations applicable to the vendor or to the services described herein.

The services furnished by the vendor shall be subject to inspection and approval by the City's designated representative, but the manner and method of providing the services shall be the responsibility of the Service provider.

Transports shall be made as requested. Response time after the transfer request is received shall be no more than one (1) hour. Normal hours of transport will be between 7:00 AM to 5:00 PM Monday through Saturday.

Failure to perform a transport within the specified contractual agreement time frame of one (1) hour will result in the Service Provider remitting a refund check at the unit cost for each occurrence.

The service provider must be available and on-call 24-hours a day and 7-days a week for emergencies and special events. The vendor must respond and resolve emergencies and/or special events with the appropriate size and quantity of equipment within four (4) hours of notification. If the vendor is unable to fulfill the request for a special event or emergency, then the selected vendor will be responsible for and assume any additional costs for a subcontractor or other solution if unable to contractually fulfill emergency and special event requests.

Supplemental Refuse & Recyclables Transport

The service provider will be required to transport refuse and recyclables within the system based upon the City's needs at specific locations.

The vendor supplied equipment shall be compatible with City owned equipment. This equipment shall comply with all local, state, and federal guidelines and regulations. The vendor supplied equipment shall be capable of transporting the City's refuse & recyclables without exceeding maximum load limits.

The selected vendor shall be required to provide twenty, thirty, and forty yard roll off containers when the City does not have available containers. The bid must specify a delivery and rental charge (monthly and weekly) for each of these sized containers.

The vendor shall be responsible for any modifications to his equipment to make it compatible with City owned equipment. The City shall not be responsible for any maintenance on any vendor supplied equipment. All vendor supplied equipment shall be maintained off site except for normal preventative maintenance unless there is an emergency.

Each potential service provider should visit the collection and disposal facilities to determine exact locations, hours of operation, type of materials, and any other unique circumstances that may exist pertaining to the transport to or from one of the predominant. The selected vendor is responsible for working with third party contractors for afterhours and weekend disposal.

The vendor shall be responsible for the cost of repairing damages to any City owned equipment caused by negligence or failure of the vendor's operators or equipment. Damage to City owned equipment resulting from accidents, negligence, misuse, and abuse shall be the responsibility of the vendor. Cost for repair due to these conditions shall be born by the vendor. Any damaged City owned equipment shall be reported immediately to the Sanitation Manager. Any damaged City owned equipment shall be repaired immediately.

The Sanitation Manager or his designee will inspect City owned equipment for damages on a regular basis and as required. Any vendor caused damages will be reported to the vendor for immediate repair.

The vendor shall be responsible for immediately notifying the Sanitation Manager or his designee of any City owned equipment requiring maintenance. The City will be responsible for normal wear and tear maintenance on City owned equipment.

Supplemental Refuse & Recyclables Transport

Any problems arising that in any way prevents refuse and/or recyclables transport are to be coordinated and resolved between the service provider and the Sanitation Manager or his designee in a timely manner.

Any unusual and/or unique problems arising in servicing any contract resulting from this bid will be presented to the City Purchasing Office who will call the interested parties together (contractor, Purchasing, City-Wide Services representative and City Attorney representative), if required, to mutually discuss and reconcile the problem.

All additions, deletions or changes to the transport schedule shall be coordinated through the City's Sanitation Manager. The City reserves the right to add or delete locations to the contract within Hamilton County at their discretion.

The vendor or his designee shall furnish the division of City Wide Services with copies of the scale weigh tickets no later than the end of the next workday. The tickets will provide a record of the refuse and/or recyclables transported each day.

It shall be the responsibility of the service provider to have at their disposal any labor or equipment that might be needed to insure that the transport schedule is properly maintained. The labor, material, and equipment provided for in the contract specifications shall be performed and furnished by the service provider as an independent contractor and under the sole supervision, management, direction, and control of the Contractor in accordance with the requirements of these Specifications.

All work proposed by this bid package shall be performed by employees of the vendor or by subcontractors to the vendor. The vendor shall be responsible for the performance of all subcontracted employees. Subcontractors must be approved by the City.

The vendor shall ensure that the operators of his equipment have the correct licenses and comply with all applicable local, state, and federal regulations. These operators shall be trained and be familiar with any contracted operations resulting from this bid.

The vendor's employees or subcontractors shall wear uniforms with reflective safety vests at all times and any other task appropriate PPE while performing City refuse and/or recyclables transport services.

Supplemental Refuse & Recyclables Transport

The Service Provider shall be expected to furnish any computer software, hardware, or telecommunications equipment necessary to communicate with the City. The Service Provider shall be responsible for any costs and/or fees associated with the purchase, installation and maintenance of its hardware, software and/or communications equipment.

The Service Provider shall at his own expense take out and possess all necessary permits and licenses required by law as necessary to perform any contract resulting from this bid.

It shall be the Service Provider's responsibility to conform to the City of Chattanooga's scheduled workweek, holidays, and other appropriate rules and regulations.

1.5 Service Provider Definitions

As used in this bid, the following terms shall have the meaning set forth below:

Vendor: Each firm that submits a bid for consideration by the City in compliance with the requirements stated in this bid.

Service Provider: A bidder that has been selected by the City to provide the products and services required by this bid.

1.5 Service Provider Definitions

Contract: A contract executed by the City and the Service Provider for all or part of the products and services covered by this bid.

2.0 ADMINISTRATIVE AND CONTRACTUAL INFORMATION

2.1 Introduction

The purpose of this section is to identify the administrative requirements related to this bid.

2.2 Inquiries

Questions concerning this bid may be sent by fax or e-mail to the attention of:

Purchasing Department
City of Chattanooga
101 East 11th Street
Chattanooga, TN 37402

Supplemental Refuse & Recyclables Transport

2.3 Exceptions to BID Specifications

This bid is intended to describe The City's minimum requirements and response format in sufficient detail to secure comparable bids. Any exceptions to specifications should be clearly noted and will be considered as they apply to the overall interest of the City. If the product or service being presented does not meet all specifications, then the vendor must submit a separate page(s) with the bid entitled "EXCEPTIONS" on which each variance is listed with a complete explanation of each variance. Marked up brochures are NOT acceptable for indicating compliance with specifications or noting exceptions.

2.4 Implied Requirements

All products and services not specifically mentioned in this bid, but which are necessary to provide the functional capabilities described by the vendor, shall be included in the bid.

2.5 Vendor-Supplied Materials

Any material submitted by a vendor shall become the property of the City unless otherwise requested at the time of submission. Any material considered confidential in nature must be so marked.

2.6 Issuing Office

This bid shall be governed by the laws of the State of Tennessee, and is issued for the City by the Purchasing Division of the Finance Department.

2.7 Rejection of Bids

The City reserves the right to reject any and all bids.

2.8 Incurring Costs

The City is not liable for any costs incurred by vendors prior to the issuance of a purchase agreement for the proposed service and will not pay for information solicited or obtained.

2.9 Vendor's Bids

Vendors must submit a response to this bid in writing or electronically. The electronic format must be MS Word or PDF and issued on a CD or "floppy" disk. The bid submission must follow the format as defined in Section 2 of this document. The City reserves the right to reject any bids that do not follow the format outlined in this bid. Each bid must be submitted as an original with three (3) copies provided to the issuing office.

Supplemental Refuse & Recyclables Transport

2.10 References

The vendor shall have established experience in the refuse, recycling, and/or trucking industry. The vendor shall submit a list of customers for whom the vendor has provided similar services in comparable quantities during the past two (2) years. The list shall include names, addresses, telephone numbers, and a contact person who is knowledgeable of services provided.

2.11 Economy of Preparation

Bids must be prepared simply and economically. They should provide a straightforward and concise description of the vehicles and/or services proposed. Colorful bindings, displays, promotional materials, etc. are not desired. Emphasis should be placed on clarity and content. Lengthy bids may be viewed as attempts to obfuscate the issue and may be rejected.

2.12 Conditions of Agreement

The successful vendor will be expected to enter into contract negotiations with the City that will result in a formal purchase agreement between the parties.

2.13 Failure to Provide Services

In the event the Service Provider:

- a. Fails to initiate services on the date specified or otherwise agreed to;
- b. After having begun services, abandons them for any reason;
- c. Suspends or refuses to continue services; or
- d. Defaults in any manner in the performance under the terms of the Contract for a period of one (1) working day (unless the service provider is prevented from continuing for reasons beyond its control);

The City of Chattanooga shall have the right to take over the services and complete them or have the services completed by another contractor in any reasonable manner at the Service Provider's expense.

2.14 Rights to Cancel Contract

The City and/or the Service Provider has the right to cancel the contract upon receipt of a thirty (30) day written notice.

3.0 BID LIFECYCLE

3.1 Introduction

The purpose of this section is to inform prospective service providers of the process that will take place as a result of their bid submission. The information contained herein discloses all details about dates, times, and places as they pertain to this bid package.

Supplemental Refuse & Recyclables Transport

3.2 Response Date

Sealed bids to be considered must arrive at the issuing office on or before the time and date referred to on the cover sheet of this document. Vendors are invited but not required to attend the bid opening.

3.3 Initial Screening

The initial screening of submitted bids will occur as soon as practical following the opening. The initial screening process will involve evaluating all bids for completeness, conformity, clarity, and compliance to all of the bid requirements. Bids not meeting minimum requirements will be rejected and dropped from further consideration.

3.4 Final Evaluation

In the final evaluation, the bids submitted by the vendors will be reviewed and a recommendation will be made to the Director of Purchasing by the Public Works Administrator. The Director of Purchasing will consider the bids and make a recommendation to the City Council. The City Council will then make the final decision based upon whatever factors it considers pertinent.

3.5 Bid Acceptance

After the final evaluation, the chosen vendor will be notified and contract discussions and negotiations between the City and the selected vendor will begin. The content of this bid and the successful vendor's bid will become an integral part of the contract, but may be modified by provision of the contract.

Supplemental Refuse & Recyclables Transport

Attachment 1

PREDOMINANT TRANSPORT LOCATIONS

The following locations are predominant collection and disposal sites. This list is not all-inclusive list and is subject to additional collection and disposal sites within Hamilton County, Tennessee.

- 1) Airport Road Refuse Collection Center, 4276 Airport Road
- 2) Access Road Refuse Collection Center, 4500 North Access Road
- 3) Access Road Recycle Center, 4500 Access Road
- 4) 57th Street Refuse Collection Center, 1400 West 57th Street
- 5) Warner Park Recycle Center, 1254 East 3rd Street
- 6) Orange Grove Recycle Center, 615 Derby Street
- 7) Wood Recycle Center, 3925 North Hawthorne Street
- 8) City Wide Services, 900 East 11th Street
- 9) Patton Recycle Center, 3202 Kelly's Ferry Road
- 10) Brainerd Rd Recycle Center, 5955 Brainerd Road
- 11) Batters Place Recycle Center, 8006 Batters Place Road
- 12) Chattanooga Transfer Station, 1387 Wisdom Street
- 13) Wood Recycle Center, 3925 North Hawthorne Street
- 14) PSC Metals, 980 West 19th Street
- 15) Chattanooga Recycled Paper, 2900 Home Drive
- 16) Birchwood Landfill, 9327 Birchwood Pike
- 17) Chattanooga Paperboard, 1845 Central Avenue

REQUIREMENTS FOR INSURANCE COVERAGE

The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverage's afforded under the policies will not be changed or canceled unless at least fifteen (15) days' written notice has been given to the city. The Contract shall not be binding upon the city until the insurance coverage required herein has been obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and certificates of insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

Workmen's Compensation Insurance that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all states in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by statute.

General Public Liability and Property Damage Insurance that shall be written in comprehensive form and 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 agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful bidder to defend and indemnify the City of Chattanooga against such claims or suits.

To the extent that the work may require blasting, explosive conditions or underground operation, the comprehensive general public liability and property damage coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims resulting from damage to:

1. Private driveways, walks, shrubbery and plantings;
2. Public utility facilities; and
3. U.S. Government monuments.

The liability limits shall not be less than:

Bodily Injury	\$ 500,000 each person \$1,000,000 each occurrence
Property Damage	\$ 250,000 each occurrence \$ 500,000 aggregate

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damage whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

Comprehensive Motor Vehicle Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$ 250,000 each person \$ 500,000 each occurrence
Property Damage	\$ 100,000 each occurrence

Affirmative Action Plan

For

(Invitation or RFP No.)

(Name of Contractor)

The above named Contractor is an equal opportunity employer and during the performance of this contract, the Contractor agrees to abide by the Affirmative Action Plan 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, or 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. During the term of this contract the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer".
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.
 - c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities.
 - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group

members and women will be sought for consideration for all positions when vacancies occur.

5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

(Signature of Contractor)

(Title and Name of Construction Company)

(Date)

Instructions to Bidders

(1) Bid documents can be downloaded from the City's website, at www.chattanooga.gov. At the left side of that page is a link labeled "Bid Solicitations." Click that link, and a page will open with a list of the current Bid Solicitations, with links that will display a PDF version of the bid documents suitable for printing.

(2) Any Addenda will be published in the list of Bid Solicitations mentioned above. Bidders should check this list before submitting their bids, to see whether any Addendum has been issued.

(3) Bid documents should be submitted to the Purchasing Office at the following address:

Purchasing Office, Suite G13
City Hall
101 East 11th Street
Chattanooga, TN 37401

(4) Sealed Bids should be submitted in a sealed envelope. No particular envelope is required, but the Bid Solicitation number should be noted on the outside of the envelope. This is a six-digit number starting with a "3".

(5) Any questions regarding the specifications or bidding process should be directed to the Buyer, **preferably by email** to the following address:

wtucker@chattanooga.gov.

The Buyer will, if possible, find answers to the submitted questions and will issue an Addendum, so that all potential bidders will have access to the answers.

(6) Tennessee Law (Tenn. Code Ann. Section 12-12-106) prohibits municipalities from contracting with business entities which engage in investment activities with Iran. This law refers to a list of such business entities which is maintained by the State of South Carolina. This list can be reviewed on the internet at:

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

A form entitled "Vendor Disclosure and Acknowledgement" is attached, which asks the Bidder to affirm that it is not on this list of prohibited entities. This form should be completed and submitted with your Bid.

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)
