

Date: July 22, 2020

Requisition No.: 201039

**PURCHASING DEPARTMENT  
101 EAST 11<sup>TH</sup> 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 11<sup>th</sup> Street, Suite G13,  
Chattanooga, TN 37402 until 2:00 P.M., EST. on August 5, 2020*

**Requisition / Bid No.: R201039 / 305948**

**Ordering Dept.: City Wide Services Division, Public Works**

**Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

\*\*\*\*\*

**Items Being Purchased: Tree Removal & Trimming Services**

\*\*\*\*\*

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

**2:00 P.M., EST on August 5, 2020**

\*\*\*\*\*

**Pre-bid will not be conducted due to the COVID-19 virus.**

**All questions must be submitted to me at [mmckeel@chattanooga.gov](mailto:mmckeel@chattanooga.gov)  
by July 29, 2020 at 2:00 PM EST.**

\*\*\*\*\*

**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**

**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.

**BID OPENING DATE AND TIME:**  
 05-AUG-20 at 2:00 PM

**BID NUMBER: 305948**

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

**V**  
**E**  
**N**  
**D**  
**O**  
**R**

RFQ

**M**  
**A**  
**I**  
**L**  
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**O**

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 201039 / 305948 Ordering Dept.: City Wide Service Division, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236					
Items Being Purchased: Tree Removal & Trimming Services					
ATTACHMENTS: 1. Boilerplate & Bid Lines (3 pages) 2. Specifications (8 pages) 2. Affirmative Action Plan (2 pages) 3. Iran Divestment Act Disclosure (1 page) 4. No Contact / No Advocacy Notice (1 page) City of Chattanooga (COC) Terms and Conditions posted on Website <a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a> If you can't download call buyer for a copy.					
NOTE: Pre-bid will not be conducted due to the COVID-19 virus. All questions must be submitted to me at <a href="mailto:mmckeel@chattanooga.gov">mmckeel@chattanooga.gov</a> by June 29, 2020 at 2:00 PM EST.					
PLEASE NOTE: The evaluation of this bid will include location and delivery time.					
This Shall Be A Twelve (12) Month Blanket Contract for Tree Removal & Trimming Service for the City Wide Services Waste Division and other Divisions within Public Works.					
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 AUGUST 5, 2020 ***					
PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305948) 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					

# BID SOLICITATION



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

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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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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.

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:

05-AUG-20 at 2:00 PM

BID NUMBER: 305948

### 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
1	Line Clearance Crew - pruning & removal, approach within 10' of energy conductors necessary	60	Hour	_____	_____
2	Tree Removal Crew - large tree removal & storm cleanup using aerial & ground power equip	60	Hour	_____	_____
3	Tree Maintenance Crew - tree pruning & maint, spikeless tree climbing essential	60	Hour	_____	_____
4	Bucket truck	60	Hour	_____	_____
5	Chipper	60	Hour	_____	_____
6	Skidsteer	60	Hour	_____	_____
7	Crane	60	Hour	_____	_____
8	Grapplesaw truck	60	Hour	_____	_____
9	Spider Lift	60	Hour	_____	_____
10	Equipment Unlisted; Please List on separate sheet any other equipment that will be needed on an hourly basis and price	3600	Hour	_____	_____

**Tree Removal and Trimming Service**  
**City of Chattanooga, Department of Public Works**  
**Specifications**  
**7-15-20**

**1. Overview**

**a. Purpose**

Request bids from qualified firms to remove trees, prune trees, and conduct other tree-related services on the City's right-of-way and City properties.

The objectives of this contract are to (1) expedite the removal of dead, hazardous, and storm-damaged trees, (2) expand regular tree maintenance efforts, and (3) ensure that specialized tree preservation practices are available when needed.

**b. Length of Contract**

The length of contract shall be for a period of 12 months, with an option to renew for 2 additional 12 month periods by mutual agreement between the Contractor and the City.

**c. Instructions to Bidders**

Bidders for this Contract should prepare bids consisting of hourly rates and a percentage for materials markup. Three categories are given for labor rates: Line Clearance, Tree Removal, and Tree Maintenance. It is not necessary to bid in all categories; multiple contracts may be issued to multiple Contractors covering different areas of specialty. Descriptions of each are included on the Bid Proposal Form.

Bidders with questions are encouraged to contact Mark McKeel, [mmckeel@chattanooga.gov](mailto:mmckeel@chattanooga.gov), in the Purchasing department.

Upon award of contract, a scheduling meeting will be held with Pete Stewart, City Forester, (423) 643-6839, [pstewart@chattanooga.gov](mailto:pstewart@chattanooga.gov). Contractor has 10 days upon award of contract to set this meeting.

**d. General Conditions**

Bidders shall submit 2 copies of bids, including:

- o Completed Bid Proposal Form (attached to this document),
- o Completed Professional Licenses Form (attached to this document), and
- o Proof of insurance coverage, listed in Section 1(e).

Preference will be given to local businesses.

The City of Chattanooga reserves the right to reject any or all bids, to waive any information in Bids received, and to accept any Bid which, in its opinion, may be in the best interest of the City.

The Contractor shall comply with rules and conditions found in the City of Chattanooga, Purchasing Department's "General Conditions and Instructions to Bidders" that have been made a part of this solicitation, and are posted on the web page listed directly below.

[https://chattanooga.gov/images/City of Chattanooga - Standard Terms and Conditions Revised 7.18.2018.pdf](https://chattanooga.gov/images/City_of_Chattanooga_-_Standard_Terms_and_Conditions_Revised_7.18.2018.pdf)

**e. Requirements for Insurance Coverage**

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

The service provider shall be required to furnish proof and maintain in force the types of insurance in at least the minimum limits specified in the City's Purchase Order Standard Terms and Conditions, specified in the Standard Terms and Conditions document referenced above in 1(d).

Contractor shall provide proof of these insurance and bonding requirements at the time of bid. The insurance shall remain in force at all times during this contract.

**f. Basis for Award**

Awards shall be made to the responsible and responsive Contractor(s) submitting the best bid(s), considering the following:

- o Relevant experience
- o Price
- o Ability to Perform

**g. Sole Contractor**

The Contractor shall not subcontract the services or assign the contract to others without the written consent of the City of Chattanooga.

**h. Compliance with Applicable Regulations**

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

The Contractor's personnel shall comply with all City and Department of Public Works rules and regulations when on site.

**i. Inspection**

The services furnished by the Contractor 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 Contractor.

**j. Failure to Provide Services and Termination of Contract**

In the event one or more reasons listed below are applicable:

- o Contractor fails to initiate services on the date specified or otherwise agreed to;
- o Contractor fails to provide all of the required documentation for personnel, insurance, and any other documentation required by these Specifications at the specified times;
- o After having begun services, Contractor abandons them for any reason;
- o Contractor suspends or refuses to continue services; or,
- o Contractor defaults in any manner in the performance under the terms of the Contract for a period of thirty (30) days (unless the Contractor is prevented from continuing for reasons beyond its control),

or if the City is unsatisfied with the performance and/or conduct of the Contractor or its representative, the City will notify the Contractor in writing. The Contractor will have 14 calendar days to correct the issue. Failure to comply within 14 calendar days will result in termination of the contract. The City shall complete the work or have the services completed by another Contractor in any reasonable manner at the Contractor's expense.

## **2. Jobsite Requirements**

### **a. Personnel**

- i. Contractor shall have an ISA Certified Arborist on staff, designated to supervise all City tree services. The Arborist is not required to be on site at all times but shall be responsible for the quality of work and shall be the primary point of contact with the City.
- ii. Contractor shall make every effort to build goodwill and healthy public relations for the City of Chattanooga.

### **b. Work Schedule**

- i. The workday shall be capped at 10 hours, between the hours of 7:00am and 5:30pm. Alternate schedules may be made only in consultation with the Forestry General Supervisor, City Forester, or Director of City Wide Services.
- ii. No workers may exceed 40 hours in a calendar week without prior approval from the Forestry General Supervisor, City Forester, or Director of City Wide Services.
- iii. If approved, overtime will be paid at 1.5 times the contracted hourly labor rate. Equipment will not be paid at a higher rate during overtime hours.

### **c. Work Practices**

- i. Contractor shall remove all wood, brush, chips, and debris from the jobsite unless directed otherwise by the Forestry General Supervisor or City Forester.
- ii. Jobsites shall be cleaned up and made safe for pedestrian and vehicular traffic at the end of each workday. Any potential obstructions or hazards to remain in place overnight must be appropriately marked with caution tape or cones if on the sidewalk, and flashing barricades if in the road. End-of-day jobsite cleanup shall include raking up twigs, leaves, and excess sawdust, and blowing off sidewalks and streets.
- iii. Use of climbing spikes is permitted only for tree removals.

### **d. Equipment**

- i. Any aerial lift employed in City-contracted tree services must be fully insulated.
- ii. In submission of this bid, Contractor is attesting that all listed equipment meets all DOT regulations.
- iii. Contractor shall furnish all necessary supervision, labor, equipment, tools, transportation, and other resources for removing and maintaining City-owned trees.

### **e. Safety and Liability**

- i. Contractor shall conduct all work in compliance with the ANSI standards A300 (Tree Care Practices) and Z-133 (Arboricultural Operations).
- ii. Contractor shall conduct all work in compliance with the Manual of Uniform Traffic Control Devices (MUTCD) for flagging and traffic control operations.
- iii. Contractor shall assume the entire responsibility and liability for all damages or injuries which may occur in connection with the work provided for in this contract. Contractor agrees to

defend, indemnify, and hold harmless the City of Chattanooga, its agents, employees, and insurers from and against any and all losses and expenses, including court costs and attorney's fees, damages, or injuries growing out of or resulting from or occurring in connection with the execution of the work provided for in this contract.

- iv. If any damage is done to property or other by the Contractor, its employees, or agents during the term of this contract, Contractor will repair and restore at its sole cost any such property and correct any damages inflicted, returning it to as good a condition as the property was in before being damaged, in a manner satisfactory to the owner(s) of the property.

### **3. Billing Considerations**

The City will make payment to the Contractor according to the City's Purchase Order Standard Terms and Conditions, referenced above in 1(d). Before an order can be placed for routine transactions, City will request a Quote from Contractor 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 Contractor 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.

- Contractor's invoice must list a valid email address for billing questions and inquiries.
- Invoice Date is critical: 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.
- 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 Contractor shall not invoice the City for any item that does not correspond to a line on the Purchase Order.
- Contractor will be responsible for collection signature and legible name of City employee when delivering goods/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.
- Contractor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.
- 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.
- 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 order.
- Invoices for payment may be submitted every two weeks, or at the end of a work assignment, whichever comes first. Invoices shall also list the dates, addresses, and hours worked, itemized by Work Order numbers (previously assigned by the City Forester).



- 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 a copy sent to:

City of Chattanooga  
Attn: Marie Janeway  
900 East 11th Street  
Chattanooga, TN 37403  
[PWCWS-Payables@chattanooga.gov](mailto:PWCWS-Payables@chattanooga.gov)

**City of Chattanooga Tree Services Contract FY21**

**Bid Proposal Form**

Company: \_\_\_\_\_ Applicant email: \_\_\_\_\_  
 Applicant: \_\_\_\_\_ Applicant phone: \_\_\_\_\_

**Hourly labor rates**

Please provide a standard hourly labor rate for one worker, per hour. Enter a labor rate for as many categories as your company is qualified for.

In each category where you are entering a labor rate, please also provide the typical number of workers on that crew (Typical crew size).

Category	Description	Hourly labor rate (\$)*	Typical crew size
Line clearance crew	Pruning and tree removal where approach within 10' of energized conductors is necessary. Trimming only by Certified Line Clearance Trimmers, working from insulated bucket trucks.		
Tree removal crew	Large tree removal and storm cleanup using aerial and ground power equipment.		
Tree maintenance crew	Tree pruning and maintenance. Spikeless tree climbing is essential. Bucket truck not essential but is a plus.		

\*If approved, overtime will be paid at 1.5 times the contracted hourly labor rate.

**Hourly equipment rates**

Please provide a description of company-owned equipment that may be used on City-contracted work, and an hourly rate for each.

Equipment rates would be billed in addition to the labor rate.

Equipment	Description (Example: 2009 International 4300, 75' bucket)	Hourly rate (\$)**
Bucket truck		
Chipper		
Skidsteer		
Crane		
Grapplesaw truck		
Spider lift		
Other:		
Other:		

\*\*Equipment will not be paid at a higher rate during overtime hours.

**City of Chattanooga Tree Services Contract FY21**

**Bid Proposal Form**

**Tree preservation services**

Please indicate where your company has experience.

Service	Description	Experienced? (y/n)
Cabling	Installation of steel or dynamic cable systems	
Bracing	Installation of threaded rod through codominant stems	
Lightning protection	Installation of air terminals, conductor, and grounding rods	
Soil amendments and tree nutrition	Application of granular or liquid amendments with air tools or soil injection.	
Treatment of pests and diseases	<u>Certified Applicators only.</u> Trunk and soil application of pesticides.	

**Materials markup**

If you wish to provide any of these listed services please give a percentage markup that you would bill for all necessary materials.

An invoice for any of these services would include this markup in addition to the hourly Tree Maintenance labor rate and Equipment rates.

**Materials markup (%) =**

City of Chattanooga Tree Services Contract FY21

Professional Licenses Form

Company name: \_\_\_\_\_

License holder's name	Certifying Organization (for example, ISA)	Credential	Start Year	Current? (y/n)
Example: John Smith	ISA	Certified Arborist	2012	yes

## 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](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: \_\_\_\_\_