

Date: July 26, 2018

Requisition No.: 171466

**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 August 9, 2018*

**Requisition / Bid No.: R171466 / 305172
Ordering Dept.: City Wide Services, Public Works
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

Items Being Purchased: Grounds Maintenance for Landfills

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

2:00 P.M., EST on August 9, 2018

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

10:00 A.M., EST on August 2, 2018. Paul Clark Bldg.

Training Rooms, 900 East 11th Street, Chattanooga, TN 37403

**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:
 09-AUG-18 at 2:00 PM

BID NUMBER: 305172

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

SEALED BIDS

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 171466 / 305172 Ordering Dept.: City Wide Services, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236					
Items Being Purchased: Grounds Maintenance for Birchwood & Summit Landfills					
ATTACHMENTS: 1. Specifications (7 pages) 2. Overhead Pictures (2 pages) 3. Affirmative Action Plan (2 pages) 4. Insurance Requirements (see page 1 of specifications) 5. Iran Divestment Act Disclosure (1 page) 6. 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.					
PRE-BID CONFERENCE: A non-mandatory pre-bid conference will be held at 10:00 AM EST on August 2, 2018, in the Training Room at the Paul Clark Building, 900 East 11th Street, Chattanooga, TN 37403					
This Shall Be A Twelve (12) Month Blanket Contract To Supply Grounds Maintenance for City Landfills at Birchwood and Summit.					
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 9, 2018 ***					
PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305172) ON OUTSIDE PACKAGING					
**** Vendor Shall Hold Prices Firm for First (1st) Year of Contract ****					
Price Escalation Clause: If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments.					
NOTE: ALL BIDS MUST BE SIGNED All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges					

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 02-AUG-18 at 2:00 PM

BID NUMBER: 305172

BUYER:
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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
<p>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 ar enot 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

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

TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

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

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 02-AUG-18 at 2:00 PM

BID NUMBER: 305172

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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	Mowing Services, Birchwood Capped Landfill. See Specifications	4	Each	_____	_____
2	Mowing Services, Birchwood Perimeter, Roads and Ponds. See Specifications	4	Each	_____	_____
3	Mowing Services, Birchwood landfill - Grounds. See Specifications	17	Each	_____	_____
4	Mowing Services, Summitt Landfill. See Specifications	3	Each	_____	_____

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TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

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

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

**SPECIFICATIONS
FOR
GROUNDS MAINTENANCE**

1.0 GENERAL

1.1 SCOPE OF WORK

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

The areas covered by these specifications must be site visited by contacting Bobby Allen at 423-883-2312.

1.2 PRE-BID CONFERENCE

A **pre-bid conference** will be held at the City-Wide Services Building, 900 East 11th Street, Chattanooga, TN 37403 at the time and date outlined in the advertisement for bid. All vendors will be required to conduct site visits.

1.3 REQUIREMENTS FOR INSURANCE COVERAGE

1.3.1 Workman's Compensation Insurance

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

1.3.2 General Public Liability and Property Damage Insurance

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

The liability limits of this insurance shall be a minimum of \$350,000 for each occurrence.

The insurance shall carry an endorsement in a form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims or damage whatsoever. The insurance shall remain in force at all times during the term of this contract.

1.4 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 two (2) additional twelve (12) month terms.

The contract shall begin upon receipt of the purchase order from the City subject to the conditions in Section 3.1 of these specifications.

1.5 BASIS FOR BIDDING

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

1.6 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

2.0 SERVICES

2.1 Location

2.1.1 Birchwood Landfill

9327 Birchwood Pike, Harrison TN 37341

The grounds consist of approximately thirty-eight (38) acres of area that require maintenance during the growing season. The attached map shows the areas of the site that are to be maintained as a part of this contract.

There are three (3) separate sections that are to be maintained, the outside parameter which is approximately six (6) acres and the capped

area of the landfill which is approximately thirty-two (32) acres.

The outside perimeter marked 'Landfill' is to be maintained twice per month from February through October and once per month from November through January.

The area marked 'Area 2-Closed Landfill' is to be mowed on an as needed basis.

The areas marked 'Area 3' will also be mowed on an as needed basis. The 'Area 3-Perimeter Road' shall be maintained at approximately ten (10) feet off of the road on both sides including the ditch lines and ditch edges. Mowing equipment will not be allowed on the operating landfill.

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

2.1.2 Summit Landfill

4296 Old Woodland Drive, Ooltewah TN 37363

The Summit Landfill is approximately one-hundred seventy (170) acres.

All areas within the fenced area of the landfill, generally marked by the lines on the attached maps, shall receive grounds maintenance as described herein excluding the area marked "NO CUT AREA".

2.2 **GROUNDS MAINTENANCE**

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

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

- a. Mowing, trimming, and edging all areas including around all trees, shrubs, buildings, structures, rip rapped banks, fences.
- b. Cleaning all grass clippings and/or grown grass or vegetation from curbs, gutters, sidewalks, landings, etc.
- c. Removal and disposal of any vegetation (volunteer growth of grass, weeds, trees, shrubs, etc.) growing within the rip rapped bank area of the site.

- d. Trimming and pruning of trees, shrubs, and other vegetation including the trimming of any vegetation hanging on or over the fences. Maintain a minimum of three (3) feet clearance over the fences. This shall include disposal of all clippings, trimmings, etc.
- e. Pick-up, removal, and disposal of all debris, sticks, rocks, limbs, bottles, metal, plastic, paper, etc. from the site.
- f. Sweeping and/or blowing asphalt, concrete, paved, buildings, and equipment (including electrical switchgears) areas of dirt, gravel, debris, grass clippings, etc.

2.3 DESCRIPTION OF SERVICES

2.3.1 Mowing

When mowing the grassy areas, grass shall be cut to a height of two (2) to three (3) inches. Grass clippings shall be discharged from the mowing machines so as to minimize "piling" and discharge onto paved, graveled or ditch areas. Efforts shall be made to minimize "scalping" of grassy areas.

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

2.3.2 Trimming and Edging

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

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

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

When using herbicides for edging or other purposes, all dead vegetation shall be removed by use of string trimmers or other appropriate equipment to provide a neat and uniform appearance.

2.3.3 Cleaning Curbs and Sidewalks

The Contractor shall be responsible for removing any grass clippings that may drop on curbs, gutters, sidewalks, streets, landings, etc. during the course of performing the work. These clippings may be removed by sweeping with a broom, blower/vacuum machine, shovels, or other such equipment normally used to perform such work.

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

Any grass or other vegetation growing in cracks of sidewalks, street curbs, and driveways shall be removed by spraying with herbicide, string trimmers, or by other means of removal along the length of the station site(s).

2.3.4 Other

Prior to performing any of the work, the Contractor shall have taken care to walk over the areas mowed, trimmed, and/or edged and identify any hazards that might damage his equipment. Any hazards shall be the responsibility of the Contractor to work around.

2.4 **SERVICES NOT INCLUDED**

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

3.0 **EXECUTION**

3.1 **PERFORMANCE OF WORK**

Beginning March 1st or the date of the issuance of the purchase order by the City, whichever is later, the Contractor shall initiate work on the following Schedule.

The specified grounds maintenance shall be performed on or around the 1st and 15th of each month unless otherwise mutually agreed upon by the parties.

The specified grounds maintenance shall be applicable for the period March 1st through November 30th.

Contractor shall coordinate with the City in order to schedule the season's initial start date and end date. The City reserves the right to postpone the start date until March 1st based on growth or extend the end date.

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

During the high growth months (June – September), the City will allow one (1) additional cutting per month provided the Contractor and the City are in agreement that the growth of the vegetation is sufficient to merit the additional cutting.

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

3.2 ACCESS TO SITES

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

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

3.3 ON-SITE STORAGE OF CONTRACTOR'S EQUIPMENT

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

3.4 TERMINATION OF CONTRACT

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

3.5 PAYMENT

Payment shall be in accordance with the City's normal policies and procedures.

The Contractor shall submit an invoice for completed work after an inspection of work has been performed and any deficiencies corrected to City Wide Services, 900 E 11th Street, Chattanooga TN 37403.

**BID PROPOSAL WORKSHEET
FOR
GROUNDS MAINTENANCE
AT
CITY LANDFILL**

Company Contact Name: _____

Company Name: _____

Company Street Address: _____

Telephone: (____) _____

Cell Phone: (____) _____

Pager: (____) _____

A. SITE 1 – Birchwood Landfill

Landfill-Ground Maintenance \$ _____ /Cut

Area 2–Closed Landfill-Ground Maintenance \$ _____ /Cut

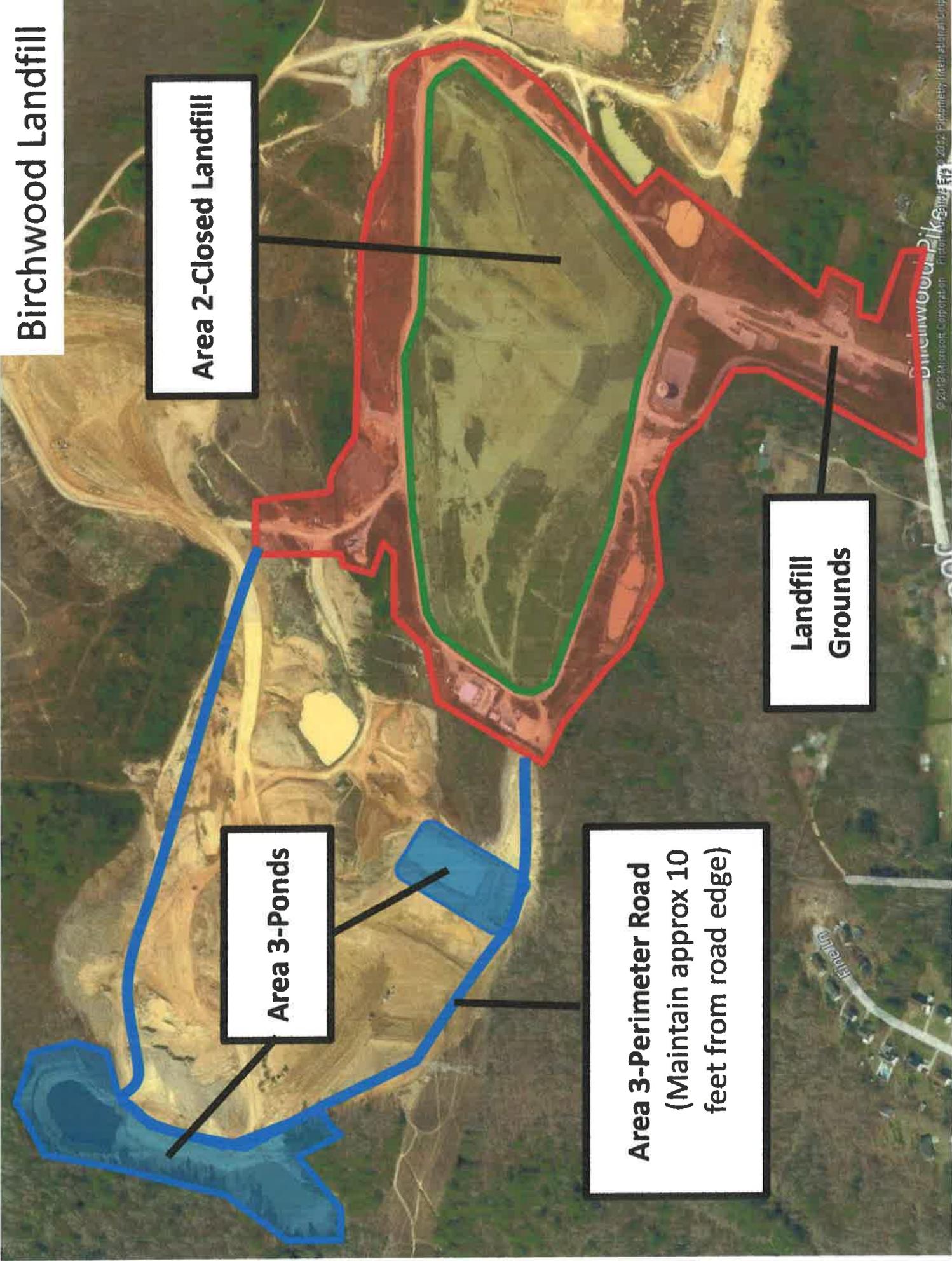
Area 3–Ponds and Roads \$ _____ /Cut

B. SITE 2 – Summit Landfill

Landfill and Perimeter \$ _____ /Cut

TOTAL UNIT COST \$ _____ /Cut

Birchwood Landfill



Area 2-Closed Landfill

**Landfill
Grounds**

Area 3-Ponds

**Area 3-Perimeter Road
(Maintain approx 10
feet from road edge)**

Summit Landfill



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)

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 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 damages 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

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: _____