

BID SOLICITATION



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

BID OPENING DATE AND TIME:

14-SEP-16 at 2:00 PM

BID NUMBER: 304404

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:

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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>Requisition No. 141673 Ordering Dept.: Public Works Buyer: William Tucker Telephone: 423-643-7238 Fax: 423-643-7244 Email: wtucker@chattanooga.gov *****</p> <p>Items Being Purchased: Grounds Maintenance for Selected City Properties *****</p> <p>ATTACHMENTS: Specifications (6 pages) Insurance Requirements (2 pages) Affirmative Action Plan (2 pages) Instructions to Bidders (2 page) *****</p> <p>*** BIDS MUST BE RECEIVED NO LATER THAN *** *** 02:00 PM EST on SEPTEMBER 14, 2016 *** *****</p> <p>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. *****</p> <p>PRE-BID CONFERENCE: A non-mandatory pre-bid conference will be held at 10:00 AM on Tuesday, September 6, 2016, in the Training Room, Paul Clark Building, 900 East 11th Street, Chattanooga, TN. *****</p> <p>This shall be a twelve (12) month blanket contract to supply Grounds Maintenance Services for Selected City Properties 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. *****</p> <p>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. *****</p> <p>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. *****</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</p>					

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Item	Class-Item	Quantity	Unit	Unit Price	Total
goods and services on the basis of race, color, or national origin. ***** 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

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: _____

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Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Mowing Old Harriet Tubman Site	10	Each	_____	_____
2	Mowing Charles A Bell Gounds	10	Each	_____	_____
3	Mowing Alton Park Landfill	10	Each	_____	_____

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COMPANY: _____

TERMS OF PAYMENT: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

NAME AND TITLE: _____

SPECIFICATIONS FOR GROUNDS MAINTENANCE OF SELECT CITY PROPERTIES

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 herein. These services include, but are not limited to, mowing, trimming, edging, etc. of the grounds at and adjacent to areas being bid.

The areas covered by these specifications shall be toured for estimating purposes before bidding. If you have questions concerning a site after your tour contact the Director of Parks at (423) 643-5961 for assistance.

1.2 PRE-BID CONFERENCE

A **pre-bid conference** will be held at the City-wide Services Division administration building at 900 E 11th St, Chattanooga, TN 37402 at the time and date outlined in the advertisement for bid.

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 12 month terms.

The contract shall begin upon receipt of the purchase order from the City provided the conditions in Section 3.1 are met.

1.5 BASIS FOR BIDDING

The Contract Bid shall be priced per unit and will be awarded based on **the lowest cost per site** to perform the work described herein. Unit prices shall be provided for each work task so as to provide a basis for payment.

1.6 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

2.0 SERVICES

2.1 GENERAL

Grounds maintenance in this contract shall be provided either on a three-times-per-month basis (ten day rotation) or on select sites, a four-times-per-month basis (seven day rotation), unless otherwise agreed to by the City (See Section 3.1).

All areas within the locations for bid shall receive the grounds maintenance as described herein.

2.2 GROUNDS MAINTENANCE

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, curb and gutters, and concrete islands on and adjacent to contracted sites.
- b. Cleaning all grass clippings and/or grown grass or vegetation from curbs, gutters, sidewalks, landings, and other hardscape surfaces.
- c. Removal and disposal of any vegetation (volunteer growth of grass, weeds, trees, shrubs, etc.) growing within any and all rip rapped bank areas of the site.
- d. The trimming of any vegetation (vines, grasses, weeds, etc.) hanging on or over the fences maintaining a minimum of three (3) feet over fences. This shall include the disposal of all clippings, trimmings, organic material and debris.
- e. Collection, removal, and disposal of all debris, sticks, rocks, limbs, bottles, metal, plastic,

paper, etc. from the site.

- f. Sweeping or blowing asphalt or concrete paved and curbed areas of dirt, gravel, debris, grass clippings, etc.

2.3 DESCRIPTION OF SERVICES

2.3.1 General Mowing

When mowing the grassed areas, grass shall be cut to a specified height between 2 and 3 inches. The maximum cut height for each site is included in the site list. Mowing shall be completed in a manner so all areas of the site are cut evenly to the specified height. Mowing shall be completed in a manner so all grass blades are cut cleanly without bending or tearing of grass blades. Grass clippings may be mulched. Clippings shall be discharged from the mowing machines so as to minimize "clumping" and discharge onto paved, graveled or ditch areas. Visible clumping of clippings must be removed by contractor. Efforts shall be made to minimize "scalping" of grassy areas.

Care shall be taken to avoid 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.

All sites shall be mowed in their entirety, including all vegetation on the City's rights-of-way. City staff can identify limits if needed.

2.3.2 Mowing of Athletic and Play Areas

Play areas are classified as areas of parks intended for organized practice and games. A different maintenance level is required because of the typical use of these areas. All areas designated as play areas shall be cut to a specified height of 2 inches. Frequencies and turf height may change throughout the year to accommodate organized practice and games. City staff may request change in frequency or height to address activities and will notify Contractor at least three (3) calendar days before scheduled mowing.

Some play areas within some parks are maintained by City staff. These areas are documented in the site list and should not be included in bid pricing. The contractor is not responsible for grounds maintenance in these areas.

Equipment used to mow or maintain play areas should not significantly damage hardscapes or grounds.

Grass clippings may be mulched but shall be discharged from the mowing machines so as to minimize "clumping" and discharge onto paved, graveled or ditch areas. Visible clumping of clippings must be removed by contractor. Efforts shall be made to minimize "scalping" of grassy areas.

Mowing of play areas shall be scheduled so play areas are in good condition for organized practice and games. City staff will determine and provide to Contractor the day of the week most suitable for mowing of each site. Mowing should be completed within one calendar day of the specified day of the week.

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 to avoid damage to trees, shrubs, or other vegetation. Any such vegetation damaged by the Contractor shall be replaced at the Contractor's expense.

Any herbicides used shall be EPA approved, meet Tennessee Department of Agriculture regulations and be applied in accordance with manufacturer's suggested guidelines. Where herbicides are used for trimming and edging, care shall be taken by the Contractor to avoid damage to trees, shrubs, or other vegetation. Any such vegetation damaged by the Contractor shall be replaced at the Contractor's expense.

If herbicides are used for trimming and edging purposes, a 2 to 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.

2.3.4 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 shall be removed 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 shall 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 full length of the site.

2.3.5 Other

Prior to performing any of the work, the Contractor shall have taken care to inspect the areas to be mowed, trimmed, and/or edged and identify any hazards that might damage equipment. Any hazards shall be the responsibility of the Contractor to work around. All hazards shall be reported to City when Contractor calls or e-mails to verify the completed service location.

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

The Contractor shall initiate work after purchasing issues the purchase order and not before.

The specified grounds maintenance shall be performed on or around the 1st, 10th and 20th day of each month for ten day rotation sites unless otherwise mutually agreed upon by the parties. For seven day rotation sites, City staff will determine and provide to Contractor the day of the week most suitable for mowing of each site. Mowing should be completed within one calendar day of the specified day of the week.

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 and/or advance the end date based on growth and/or budget constraints.

The City may at its option elect to have one (1) fewer cutting per month per site during any period of the contract term. The growing season, past and future weather conditions, and/or playing schedules will be the determining factors. City staff will notify the contractor 3 calendar days before scheduled mowing if occurrence will be cancelled.

During the peak-growth months of June to September, the City may allow one (1) additional cutting per month per site provided the Contractor and the City are in agreement that the growth of the vegetation is sufficient to necessitate the additional cutting.

All Contractors shall submit pictures of their equipment in their bid documents and have their equipment available for inspection by City employees to ensure the selected Contractors have sufficient equipment to complete the requirements of the contract.

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

3.2 ON-SITE STORAGE OF CONTRACTOR'S EQUIPMENT

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

3.3 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 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.

3.4 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 all deficiencies corrected to the City-wide Services Division administrative offices at 900 E 11th St, Chattanooga, TN 37402.

3.5 INSPECTION PROCEDURES

- a. The City-wide Services Division phone numbers shown here are the only acceptable numbers to contact to request an inspection, or an e-mail can be sent to hstrickland@chattanooga.gov.
- b. Contractors must call or e-mail a list of serviced locations on the date of service.
- c. When Contractors call or e-mail to verify a completed service location, they must leave a brief, detailed message about the completed service location as well as the date and time completed. The description of the service location must match the location on bid sheet by name.
- d. Upon inspection, the inspector will verify the location has been cut the same or previous day and document as complete. If the inspector encounters a problem or has questions with the service location, he/she will take digital photographs and forward the information to the General Supervisor who will inspect the problem location and determine a resolution.
- e. Inspectors will not inspect locations if the Contractor has not called or e-mailed in on the service date. Inspectors will document that Contractor did not call or e-mail in on the service date and in turn will not visit and verify the service location. If the inspector is unable to identify each location, the contract amount will not be paid.
- f. Invoices should not be mailed to the City for payment until all locations on the invoice have been mowed.
- g. If contractors have questions regarding the mowing contract they should contact the Director of Parks, (423) 643-5961 or montgomery_k@chattanooga.gov.

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)
