

3/2/2018

CITY OF CHATTANOOGA PURCHASING DEPARTMENT
101 EAST 11th STREET, CITY HALL, SUITE G-13
CHATTANOOGA, TENNESSEE 37402

Request for Proposal No.: 166675

Ordering Dept.: Economic and Community Development

Buyer: Deidre Keylon; e-mail: rfp@chattanooga.gov (NO E-MAILED PROPOSALS ACCEPTED!)

Phone No.: 423-643-7231; Fax No.: 423-643-7244

Products or Services Being Purchased: ABATEMENT SERVICES (including overgrowth and litter removal and structure boarding)

SEALED PROPOSAL MUST BE RECEIVED AS SPECIFIED AND NO LATER THAN

4:00 P.M., E.S.T., ON MARCH 22, 2018

ALL QUESTIONS MUST BE RECEIVED AS SPECIFIED AND NO LATER THAN

4:00 P.M., E.S.T., ON MARCH 12, 2018

The City of Chattanooga reserves the right to reject any and/or all proposals, waive any informalities 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 of Chattanooga (COC) Terms and Conditions posted on Website are applicable: <http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

NOTE: ALL PROPOSALS 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 within Offeror's proposal.

PLEASE PROVIDE THE FOLLOWING:

Company Name: _____

Mailing Address: _____

City & Zip Code: _____

Phone/Toll-Free No.: _____

Fax No.: _____

Contact Person: _____

Title of Contact Person: _____

E-Mail Address of contact person: _____

Signature: _____

Date: _____

COMPLETED AND SIGNED COVER PAGE MUST BE RETURNED WITH PROPOSAL

Abatement Services Overgrowth, Litter and Structure Boarding

I. OVERVIEW

This Request for Proposal is being issued for the Department of Economic and Community Development (ECD) under the general supervision of the Administrator, or designee, to provide overgrowth, litter, and structure boarding abatement services in accordance with the terms, conditions, and specifications contained in this request.

Companies or individuals with demonstrated experience in overgrowth, litter, and structure boarding abatement and with an interest in making their services available to ECD are invited to respond to this solicitation. Respondent(s) are companies or individuals that submit responses to this request. The Respondent(s) shall be financially solvent and each of its members, if a joint venture, its employees or agents, shall be able to perform the services required under this document request.

II. SCOPE OF WORK

The Scope of Work included in these specifications shall be for overgrowth, litter, and structure boarding abatement services for ECD, which shall include all labor, materials, supplies, and equipment necessary to perform the overgrowth, litter, and structure boarding abatement services described herein.

Description of Services:

- **Boarding** – The successful Respondent(s) shall provide all materials, equipment and labor to perform the boarding service as described. The services include, but are not limited to barricading building openings by using plywood that is no less than ½ inch thick and boarding framing materials that are a minimum nominal two inch by four inch (2"X 4") solid sawn lumber. Interior boarding fasteners are required to be a minimum of 3/8 inch diameter carriage bolts of such a length as required to penetrate

the assembly and as required to adequately attach the washers and nuts (diagram 2). Fasteners attached from the exterior and used to close the access door should be a minimum of 3/8 inch in diameter and have a security star pattern drive head requiring a **Torx security star drive screwdriver** (diagram 1) and be a minimum of three inches (3") long. Any board placed on an unsecured, vacant building shall be painted a color that is consistent with the color of the structure and shall be cut to fit into any window(s), door(s) or other openings on such unsecured, vacant building.

- **Painting** - All boards used to barricade the building shall be painted a color that is consistent with the color of the structure and shall be cut to fit into any windows, doors or other openings on such vacant building.
- **Cleaning Worksite** - The Respondent(s) shall be responsible for removing all debris, unused materials, etc., from the property during the course of performing the work. Removal and disposal of all combustible waste and refuse (gasoline containers, accelerants, explosives, etc.). The removal and disposal of all combustible materials and debris shall comply with all applicable laws, ordinances and codes.

Description of Services:

Overgrowth and Litter Abatement – The successful Respondent(s) shall provide all materials, equipment and labor to perform the overgrowth and litter abatement services as described. The services include, but are not limited to mowing, trimming, edging, cleaning and removing litter in compliance with Chattanooga City Code. More specifically:

- Vegetation, with the exception of trees (unless otherwise specified) will be cut to a height of no more than three (3) inches and premises shall be raked clean in the manner that will ensure proper drainage across the property without causing erosion.
- Litter/debris will be removed and properly disposed in accordance with all applicable laws, ordinances and codes.
- Mow, trim, and edge all areas including around all trees, shrubs, rip rapped banks and fences.
- Clean all grass clippings and/or grown grass or vegetation from curbs, gutters, sidewalks, landings, and other services as required.

- Trim any vegetation (vines, grasses, weeds, etc.,) hanging on or over fences. This shall include the disposal of all clippings, trimmings and other services as required.
- Pick-up removal and disposal of all debris, sticks, rocks, limbs, bottles, metal, plastic, paper, etc., from the site.
- Sweep asphalt or concrete paved and curbed areas of dirt, gravel, debris, grass clippings and other services as required.
- Remove and dispose of vegetation (volunteer growth of grass, weeds, trees, shrubs, etc.) growing within the rip rapped bank area of any site.
- Trim shrubbery as needed. This shall include the disposal of all trimmings.

Performance of Work

- The Respondent(s) shall furnish all supervision, labor, materials, machinery, tools, equipment, and services as well as perform and complete all work requests, issued during the term of this contract in a timely, cost efficient, safe, and professional workmanlike manner (Exhibit-A).
- Respondent(s) shall acknowledge each work request within 72 hours.
- Respondent(s) shall photograph with date stamp prior to beginning work.
- All work must be completed within ten (10) business days of assignment. Work not completed within the ten (10) day period may be reassigned to the next Respondent in rotation.
- Boarding Property Worksheet shall include a specific Commencement Date and Completion Date (Exhibit-A).
- All work shall be performed in compliance with all applicable local, state, and/or federal codes, laws and/or regulations.
- Respondent(s) shall contact ECD within 72 hours of completed work to schedule final inspection of property.
- **Any damages to premises or land during or resulting from the performance of the contracted duties shall be the responsibility of the Respondent.**

Payment

Respondent(s) shall submit invoice for payment within 72 hours after work is completed:

Department of Economic and Community Development
Chattanooga City Hall
101 East 11th Street, Suite 200
Chattanooga, TN 37402

Payments are made within thirty (30) days from the date invoices are received.

III. PROJECT SCHEDULE/CONTRACT TERM

Any blanket contract awarded will have the length of twelve (12) months with the option to renew for two (2) additional twelve (12) month terms for a maximum of three (3) years.

Full services shall begin immediately on the effective date of the Contract.

NUMBER OF CONTRACTS TO BE AWARDED

For this service, the City prefers to enter into two contracts, one contract with each of the two highest scoring respondents meeting all criteria...a primary contract and a back-up contract. The back-up contractor would be willing to fill in as needed and would be able to complete all jobs if the primary contractor were to become unable to fulfill the requirements of the contract for any reason.

IV. CONSIDERATION FOR AWARD/AWARD PROCEDURES

This proposal shall be awarded on the basis of the unit costs as well as an evaluation of the Vendor's qualifications, experience, capabilities and other factors specified under "Evaluation Criteria" and in the City Code. No travel or mileage costs will be paid by the City. Travel costs must be included in proposer's unit pricing.

Estimated Project Cost – Cost to provide services as required in the proposal request.

Statement of Qualifications/Previous Experience – The Respondent’s demonstration of a full understanding of the services requested, and their ability, capacity and skill to provide the services requested; the Respondent’s demonstration of relevant experience in overgrowth, litter and structure boarding abatement; and the Respondent’s ability to collaborate with department/City staff.

Demonstration of Readiness to Proceed Along with Availability and Accessibility – Demonstration of availability to start work immediately upon approval and signing of contract and demonstration of adequate level of availability/accessibility throughout contract.

The respondent(s) with the highest scoring proposal(s) may be interviewed in person prior to determining award.

As above under “Number of Contracts,”, more than one (1) Respondent may be selected to provide overgrowth, litter and structure boarding abatement services.

The City may require additional information, and Respondent(s) agree to furnish such information.

The City reserves the right to reject any and/or all proposals, to waive any information in proposals received, and to accept any proposal which in its opinion may be in the best interest of the city.

V. REQUIRED SUBMITTALS

Respondent(s) must include each of the following in their submittals:

- Provide unit costs for requested services (see pages twelve (12) thru fifteen (15))
- Documentation that Respondent(s) has been in the business for a minimum of three (3) years
- Provide a statement detailing overgrowth, litter, and structure boarding abatement services, including bidding, estimating, and work write-up experience
- Provide a statement discussing availability and accessibility. This statement should describe any existing time commitments which would impair

Respondent's ability to proceed and provide details on the minimum number of days per week/month Respondent(s) will be available and minimum number of hours per week/month Respondent(s) will be accessible for contract related tasks.

- Provide a list of references, a minimum of three (3), with particular emphasis on clients who have received relevant services in the past three years, (2015, 2016, and 2017)
- Provide copy of current Chattanooga city business license
- Provide evidence of current general liability and workers' compensation insurances
- Provide Non-Collusion Statement. The Respondent understands that the information contained in this solicitation is to be relied upon by the City in awarding the proposed Contract, and such information is warranted by the Respondent to be true. The Respondent agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the Respondent, as may be required by the City. The Respondent must include a statement to the fact that the offer is made independently and free from collusion.
- In addition to required information, these pages are to be turned in with proposal: cover page, pages 12-15, Attachment A, B, and C; also, all Addenda cover pages (signed as acknowledgement that information was received)
 - An addendum can be added to the website up to 48 hours before the RFP Due Date/Time. Please check www.chattanooga.gov, then Bids / Solicitations, then the appropriate solicitation.

VI.GENERAL CONDITIONS AND INSTRUCTIONS TO RESPONDENTS

CITY OF CHATTANOOGA STANDARD TERMS AND CONDITIONS APPLY

The Vendor shall comply with the Terms and Conditions posted on website www.chattanooga.gov/purchasing/standard-terms-and-conditions that has been made a part of this solicitation. If the vendor has any exception to these terms and conditions, the vendor must state the exception(s) in the proposal.

If the vendor has a pro-forma contract containing exceptions, the vendor must submit a blank pro-forma contract with the proposal, in addition to stating exceptions to City of Chattanooga standard terms and conditions.

IMPLIED REQUIREMENTS

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

INCURRING COSTS

The City shall not be liable for any cost incurred by the Proposer prior to the issuance of a contract purchase agreement and will not pay for information solicited or obtained.

PROPOSAL WITHDRAWAL PROCEDURE

Proposals may be withdrawn at any time up until the date and time set above for opening of proposals. Any Proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to provide the services set forth in the proposal or until one of the Proposals has been accepted and a contract has been executed between the City and the successful Proposer.

RESERVATION OF CITY RIGHTS

- A. The City reserves the right to request clarification of submitted information and to request additional information of one (1) or more Proposers.
- B. The City reserves the right to negotiate this Agreement/Contract for work covered by this RFP with the next most qualified finalist if the successful finalist does not execute a contract within seven (7) days after submission

of an Agreement/Contract by the City. The City reserves the right to negotiate all elements of work that comprise the selected Proposal.

- C. The City reserves the right, after opening the Proposals or at any other point during the selection process, to reject any or all Proposals, modify or postpone the proposed project, evaluate any alternatives offered or accept the Proposal that, in the City's sole judgment, is in its best interest.
- D. The Proposer shall comply with the rules and conditions found in the City of Chattanooga Purchasing Department's "General Conditions and Instructions to Bidders" which are a part of this RFP.
- E. The City reserves the right to terminate the Agreement/Contract if the Proposer fails to commence the work described herein upon giving the Proposer a 30 day written Notice.

RIGHTS TO SUBMITTED MATERIAL

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and other documents provided by proposers will become the property of the City when received. No submission or supporting documentation will be returned to proposers. The City is subject to the Tennessee Public Records Act and must comply with the disclosure requirements of such laws. Therefore, the confidentiality of such material may be lost, and the City assumes no liability for the disclosure of any information required by law.

NUMBER OF PROPOSAL COPIES AND FORMAT

- 1. RESPONDENT(S) MUST SUBMIT TWO (2) HARD COPIES AND ONE (1) ELECTRONIC COPY ON A FLASH DRIVE (Purchasing does not have a disc reader. Do not send a disc.) OF THE CITY'S STANDARD BID FORM AND PAGES SIX THRU EIGHT (6-8) OF THIS DOCUMENT.
- 2. Bid forms must be signed by a representative who is authorized to contractually bind the Respondent.

QUESTIONS, REQUESTS FOR INFORMATION

Any questions or comments related to the services described in these specifications must be:

- 1) submitted in writing
- 2) labelled with the subject line "QUESTION RFP 166675 ABATEMENT SERVICES"
- 3) submitted by e-mail to **rfp@chattanooga.gov** **by no later than 4:00 p.m., e.s.t., on Monday, March 12, 2018 - the deadline for questions**

Questions will be answered as soon as possible after the Deadline for Questions by Addendum posted to www.chattanooga.gov, then Bids / Solicitations, then the appropriate solicitation.

If there is no access to a computer, then questions can be submitted in writing, clearly labelled on the envelope as a question for this RFP, by mail to D. Keylon, Buyer, City of Chattanooga Purchasing Division, 101 East 11th Street, Suite G13, Chattanooga, TN 37402; or by fax (with proper labelling) to: (423) 643-7244. E-mail is strongly preferred.

SCORING OF PROPOSALS:

EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria in the specified weights:

1. COMPETENCE AND APPROACH TO SCOPE OF WORK (25%)
2. QUALIFICATIONS AND TEAM EXPERIENCE (25%)
3. PRICE / VALUE / COST (40%)
4. REFERENCE PROJECTS (10%)

EVALUATION COMMITTEE MEMBERS

A small group of Evaluation Committee Members will be given the task of evaluating the proposals in an objective manner based upon the criteria specified in this document.

FINALIST FORMAL PRESENTATION

One or more finalists may be selected for formal presentation. In the event that the City decides to select one or more proposers for formal presentation, the City will select the highest ranked proposer or proposers. Finalist formal presentations will be evaluated based on the same criteria in the same weights described above unless otherwise specified to involved parties prior to presentations.

SELECTION OF A FINALIST OR FINALISTS

After the review of the proposals and formal presentations (if any) by the Evaluation Committee, the City may, at its sole option, elect to reject all proposals or elect to pursue the project further. In the event that the City decides to pursue the project further, the City will select the highest ranked finalist or finalists to negotiate an agreement.

OVERGROWTH, LITTER, AND STRUCTURE BOARDING ABATEMENT SERVICES

PART I. RESPONDENT AND COST INFORMATION

A. Ownership Entity (Name and Address of Ownership Entity)

Company Name:

Street Address:

City: _____ State: _____ Zip: _____

Telephone : (_____) _____ Fax : (_____) _____

E-mail: _____

Name of Contact Person: _____ Title _____

Office Phone: (_____) _____ Mobile (_____) _____

Business License in the State of _____ License #: _____

Date Issued _____ Expiration Date _____

City of Chattanooga License # (if applicable): _____

Date Issued _____ Expiration Date _____

Proprietor (SS#) _____ Federal Tax ID Number _____

***Respondent shall include evidence of general liability and workers' compensation insurance coverage.**

B. Proposed Cost Sheet

Boarding – All unsecured vacant buildings shall be barricaded by using a minimum of one half (1/2) inch plywood board, oriented strand board (OSB), or AvanTech and 2"X 4" solid sawn lumber. Boards shall be an exterior grade material cut to fit into all windows, doors and other openings of the building installed as required in the "Description of Services". (See exhibit B)

Using the required materials and methods, please submit your price for boarding.
(Please keep in mind that you may be able to board more than one window with a sheet of plywood and board multiple windows and doors with a box of screws).

1 Exterior Door (32" X 84", 36" X 84" or up to 48" X 96"): \$_____

1 Door Wall up to (48" X 96"): \$_____

1 Access Door Secured: \$_____

1 Window with dimensions of up to (48" X 96"): \$_____

2 or more windows with dimensions totaling (48" X 96"): \$_____

(Example: 2 windows, each 4' X 4'; or one window 3' X 4' & another window 4' X 5')

Cleaning Worksite - The Respondent(s) shall be responsible for removing all debris, unused materials, etc., from the property during the course of performing the work.

No contract will be awarded to any proposer who, as determined by the City, has an unsatisfactory performance record, of inadequate experience, lack of organization, labor and/or equipment to perform the required services. All work is to be provided in a manner and time frame consistent with the needs of the City.

Overgrowth Abatement

Mowing: Grass should be cut to a height of no more than 3 inches. Clippings should be discharged from mowing equipment so as to minimize piling and discharge onto paved, graveled or ditched areas.

Trimming and edging of all areas is required; this includes around trees, shrubs, banks, fences etc. Care shall be taken not to cause damage to trees, shrubs, and other such vegetation.

Remove grass clippings that may drop on curbs, gutters, sidewalks, streets, etc. during the course of performing the work.

Small scattered trash, not to exceed the capacity of one 13-gallon trash bag, shall be cleaned up and removed. Any paper, plastic, or other items that are mowed over shall be removed.

Price Per Square Foot \$_____

Litter Abatement (General Cleaning)

Removal and disposal of all debris, trash, waste, rocks, limbs, bottles, metal, plastic, paper, etc. from the site. General cleaning shall be considered less than 10 cubic yards. Debris and trash in excess of 10 cubic yards may be negotiated.

Price per Square Foot \$_____

Problem/ Extreme Conditions and Areas

Unusual conditions that are not a part of scheduled abatement service shall be reviewed and agreed upon by the Contractor and the City representative. (Examples: access to property, unable to utilize standard equipment, etc.)

The City of Chattanooga (ECD) reserves the right to offer, compete, or negotiate sites that are over 15,000 square feet.

To determine the contracted rate for abatement of a specific property, the Contractor and a City representative shall meet at the site. They shall calculate the total square footage under consideration for abatement. The total footage figure shall be reviewed and agreed upon by both the Contractor and the City representative before any work commences.

The Total Abatement And Disposal Rate For A Specific Location Shall Be Determined By Utilizing The Total Square Footage Agreed Upon By Both Parties And Multiplied By The Contracted Unit Price For Each Item Of The Work.

C. Signature of representative who is authorized to contractually bind the Respondent.

Signature

Print Name

Title

Date

EXHIBITS

Exhibit A:

City of Chattanooga
Department of Economic and Community Development
Litter/Overgrowth Abatement Property Worksheet

☐ Overgrowth☐ Litter☐ Boarding

Property Address: _____

Property Owner: _____

☐ Property currently in foreclosure ☐ Property currently in bankruptcy ☐ NA Verified by: _____☐ Property has prior municipal liens Amount of \$ _____

Square Footage: _____ X _____ = _____
 (Total Square Footage)

_____ - _____ = _____
 Square Footage (less) Size of Structure

Overgrowth Abatement

_____ x _____ = \$ _____
 (Square Footage) (Cost Factor) (Total Square Foot Cost)

Litter Removal

_____ x _____ = \$ _____
 (Square Footage) (Cost Factor) (Total Square Foot Cost)

☐ *Negotiated Price

\$ _____ + \$ _____ = \$ _____
 (Overgrowth Abatement) (Litter) (Total)

Boarding Cost - \$ _____ (For details see attachment)

Total Property Cost = \$ _____ / _____
 Management Approval

Special Conditions: _____

*Negotiated Price - A mutual agreed upon amount between the vendor and authorized staff of NSCD

Before photo with date and location affixed (yes) no if no, explain _____

After photo with date and location affixed yes no if no, explain _____

Nuisance Notice with date and location yes no if no, explain _____

Inspector: _____ Supervisor _____

Reviewed By: _____ Date _____

Vendor Assigned _____ Vendor Signature _____

Is this the Primary Vendor? ☐ yes ☐ no If no, explain _____

Date Contacted _____ Date To Be Completed _____

Actual Date Completed _____ Was Completion Time In Line with Contract ☐ yes ☐ no

Date Invoice Received _____ Date Submitted for Payment _____

Invoice received & submitted for payment by: _____

Calculation factors: Overgrowth - _____ Litter - _____ Boarding _____

Manager Approval _____

Administration Approval _____

Exhibit B:

Security Screw—to be used to close the final opening



(Diagram 1 – Security screw & screwdriver)

3/8" Carriage Bolt—to be used to close all other openings



(Diagram 2—Carriage bolt with washer and nut)

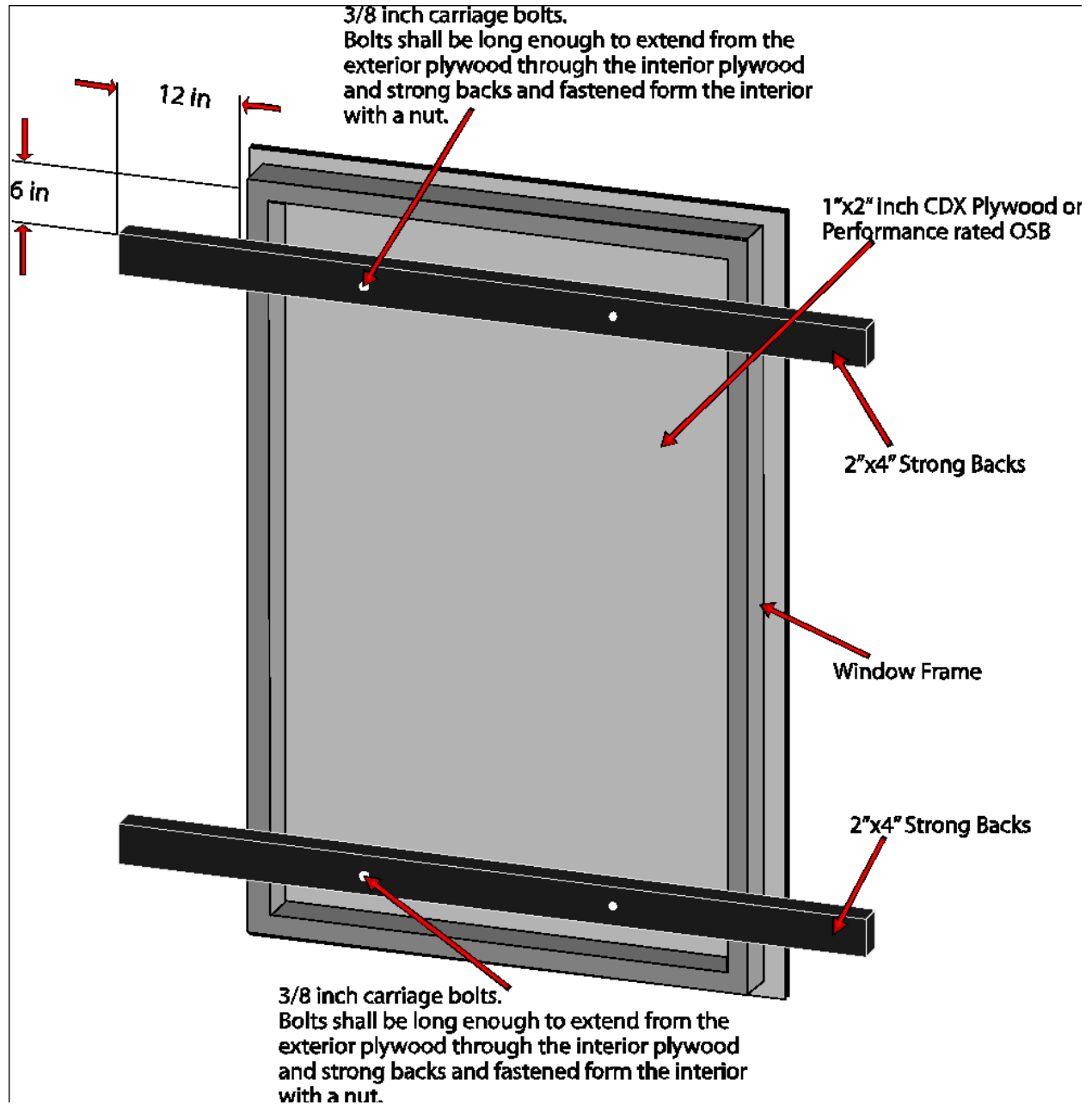
2"x4" Strong Backs
Window Frame
1"x2" inch CDX Plywood or
Performance rated OSB
2"x4" Strong Backs
3/8 inch carriage bolts.

Bolts shall be long enough to extend from the exterior plywood through the interior plywood and strong backs and fastened from the interior with a nut. 3/8 inch carriage bolts.

Bolts shall be long enough to extend from the exterior plywood through the interior plywood and strong backs and fastened from the interior with a nut.

12 in 6 in

Exhibit C:



Boarding of Windows

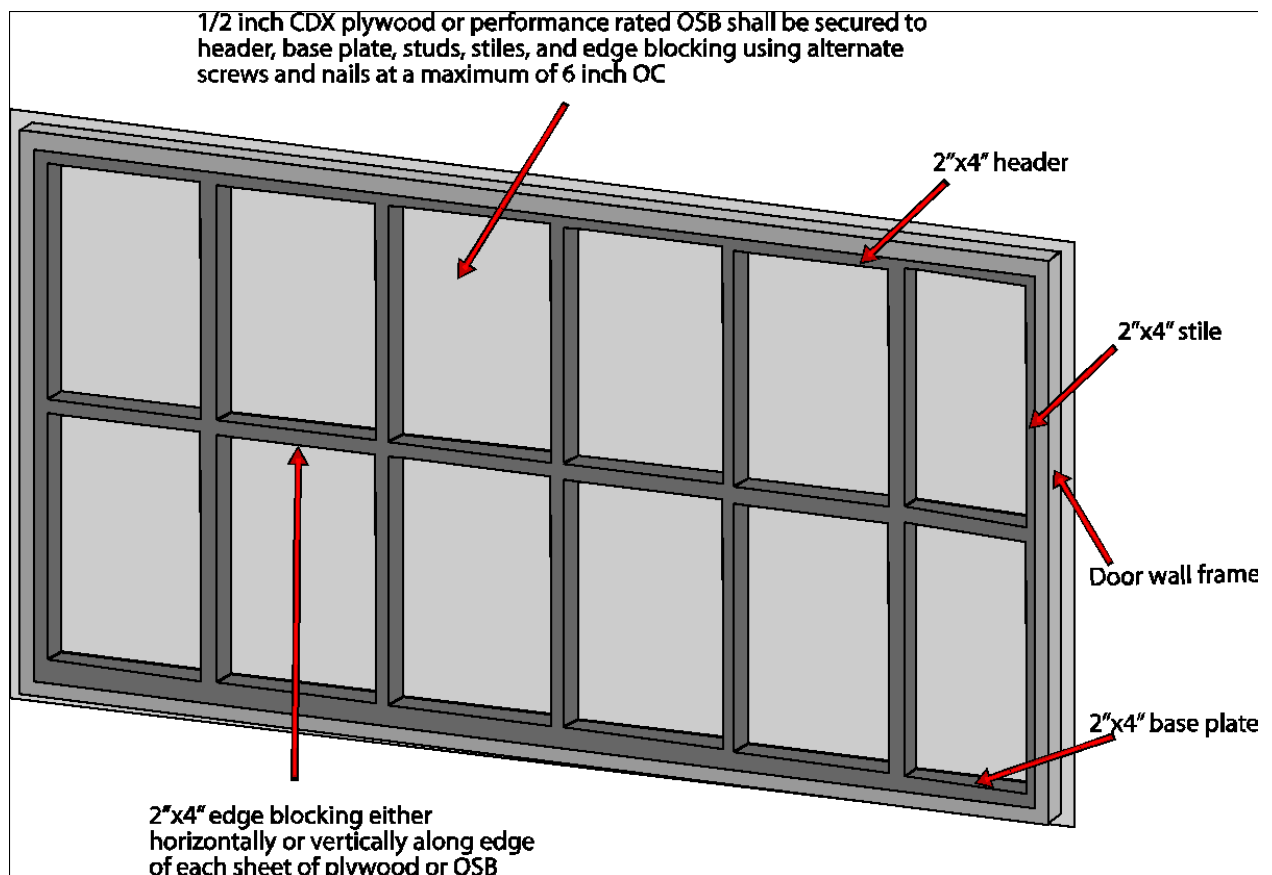
The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window.

Windows. The window shall be opened to allow the carriage bolt to pass through or the window sash shall be removed and stored. The boarding framing material shall be cut a minimum 2 inches wider than the

window opening and shall be placed on the inside of the window opening 6 inches minimum above the top and below the bottom of the window opening. The framing and boarding shall be predrilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.

Door walls. The door opening shall be framed with boarding framing material secured at the entire perimeter and at not more than 24 inches on center horizontally. Blocking shall also be secured at not more than 48 inches on center vertically. Boarding sheet material shall be secured with screws and nails alternating every 6 inches on center.

Doors. Doors shall be secured by the same method as for windows or door openings. One door to the structure shall be available for authorized entry and shall be secured and locked in an approved manner.



BOARDING OF DOOR WALL

Attachment A:

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: www.tn.gov, type in search term "List of persons pursuant to Tenn.Code Ann. 12-12-106," to see a link to the "Public Information Library."

<https://www.tn.gov/generalservices/article/Public-Information-library>; There, click on List of persons pursuant to Tenn.Code Ann. 12-12-106. The link for the list which is periodically updated is:

https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf

Attachment B:

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. 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 Company)

(Date)

Attachment C:

No Contact/No Advocacy Affidavit

City of Chattanooga
Purchasing Division

State of _____

County of _____

_____ (agent name), being first duly sworn, deposes and says 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 # _____;

(2) _____ (agent name) swears or affirms that the Submitter 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: _____

3/2/2018

Attachment C (page 2)

Subscribed and sworn to before me this _____ day of _____, 2_____.

Notary Public: _____

My commission expires: _____