

Date: June 12, 2019

Requisition No.: 185712

**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 June 27, 2019*

Requisition / Bid No.: R185712 / 305569
Ordering Dept.: City Wide Services, Public Works
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov

**Items Being Purchased: Grounds Maintenance for Enterprise South
Industrial Park**

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

2:00 P.M., EST on June 27, 2019

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

10:00 A.M., EST on June 19, 2019

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:
 27-JUN-19 at 2:00 PM

BID NUMBER: 305569

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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I Chattanooga, TN 37402
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Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 185712 / 305569 Ordering Dept.: City Wide Services, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236					
Items Being Purchased: Grounds Maintenance for Enterprise South Industrial Park					
ATTACHMENTS: 1. Specifications (18 pages) 2. Affirmative Action Plan (2 pages) 3. Iran Divestment Act Disclosure (1 page) 4. No Contact / No advocacy Notice (1 page) City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy.					
NOTE: A Pre-Bid Conference will be held June 19, 2019 at 10:00 AM, at the Paul Clark Building, 900 East 11th Street, Chattanooga, TN 37403. Attendance at the Pre-Bid is Preferred.					
This Shall Be A Twelve (12) Month Blanket Contract To Supply Grounds Maintenance for Enterprise South Industrial Park for City Wide Services.					
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 MAXIIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.					
*** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON JUNE 27, 2019 ***					
PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305569) ON OUTSIDE PACKAGING					
PLEASE DO NOT EMAIL BIDS					
**** Vendor Shall Hold Prices Firm for First (1st) Year of Contract ****					
Price Escalation Clause: If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments.					
NOTE: ALL BIDS MUST BE SIGNED 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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
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having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

Any manufacturer;s names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references 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.

The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.

**** NOTE ****
 PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:

Company Name _____

Address _____

Phone/Toll-Free No. _____

Fax No. _____

eMail Address _____

Contact Person's Name _____

Estimated Delivery _____

Minority-Owned Business _____ Small Business _____ Veteran _____

Minority Woman-Owned Business _____ Disabled Veteran _____

Woman-Owned Business _____

**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

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

SEALED BIDS

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

BID OPENING DATE AND TIME:

27-JUN-19 at 2:00 PM

BID NUMBER: 305569

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
1	Mowing On Volkswagen Drive from Bonny Oaks Drive to the First Roundabout.	12	Month	_____	_____
2	Mowing On Volkswagen Drive from the First Roundabout to the Second Roundabout.	12	Month	_____	_____
3	Mowing On Discovery Drive from Volkswagen Drive to Hickory Valley Road	12	Month	_____	_____
4	Mowing On Volkswagen Drive from the Second Roundabout to the Third Roundabout	12	Month	_____	_____
5	Mowing On Hickory Valley Road from Bonny Oaks Drive to Old Hickory Valley Road	12	Month	_____	_____
6	Mowing On Bonny Oaks Drive from Hickory Valley Road to Volkswagen Road	12	Month	_____	_____

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.

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

TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

CITY OF CHATTANOOGA, TENNESSEE

LANDSCAPE MOWING BID

for

**Enterprise South Industrial Park
Bonny Oaks Drive
Chattanooga, Tennessee**

May 2019

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I. SCOPE

The scope of this bid will consist of mowing and landscape maintenance services as set forth in this and subsequent sections of this document.

A. Description of Services Sought

The successful bidder will furnish all materials, tools, equipment, labor, supervision, specialty services and any other item(s) needed in order to mow turf and maintain certain elements of plantings in an attractive, vigorously healthy condition by performing the services outlined in the following sections of this document.

B. Project Area

The general area to be maintained is identified as:

Enterprise South Industrial Park Right-of-Way
6703 Bonny Oaks Drive
Chattanooga, Tennessee

II. SPECIFICATIONS

The following areas/items are designated to receive routine landscape maintenance services under this bid. The methodology for what type of equipment is to be used for these tasks is generally left to the discretion of the successful bidder. However the successful bidder must utilize sufficient personnel and equipment to successfully deal with the magnitude of general expectations.

Specific instructions for maintaining each of these areas are provided below.

1) Volkswagen Drive, Discovery Drive, and Park Entrances

These areas include all property, medians, intersections, curbs, structures, roundabouts and both sides of the roadway along Volkswagen Drive from Bonny Oaks Drive to the entrance of the Enterprise South Nature Park; and Discovery Drive from Volkswagen Drive to Hickey Valley Road; and Enterprise South Industrial Park Entrances at the intersections of Bonny Oaks Drive at Hickory Valley Road and the intersection of Bonny Oaks Drive at Volkswagen Drive.

This area is to be maintained at the highest level, providing visitors and prospective tenants with a positive first impression. The area behind the sidewalks to the edge of the cut line varies from a few feet to a distance of approximately 50 (fifty) feet.

Mow and trim all designated areas once weekly during the peak growing season from April through October; at least once during December; and once during February and on an "as needed" basis during spring, fall winter, and drought periods. Recommended mowing height is 1" to 1 1/2". All hard surfaces will be blown or swept clean after each mowing to remove grass and dirt from the sidewalks and roads. Edging will be completed every week during the peak growing season and every two (2) weeks or as needed during other times throughout the designated area.

Litter collection will occur every other week of the year regardless of whether the site is mowed due to cold or drought periods.

The contractor may be required to coordinate with the City or other contractors when fertilizers, pre-emergent, and post-emergent herbicides are applied to provide for control of weedy plants. While this contract will not apply turf management chemicals such as fertilizers and post or pre-emergent, mowing requires coordination with herbicide application through the managing City departments.

All areas are to have all limbs, debris and litter removed prior to mowing.

Tree rings or tree wells are to be free of grass, weeds, trash and leaves, and are to be continuously edged to leave a neat appearance. All tree rings must be mulched with approximately 2" of hardwood mulch. (Evergreen brand or similar) in all areas of the tree well at least annually in April. Mulch should fill tree wells level with adjacent sidewalk or pavement.

Flower beds will be maintained by Hamilton County.

The area past the third roundabout on Volkswagen Drive to Interstate 75 is not part of this contract but does include the roundabout.

2) Hickory Valley Road and Ferdinand Piech Way

This area includes the roadway from Bonny Oaks Drive to Old Hickory Valley Road also known as South Hickory Valley Road; and Ferdinand Piech Way from Volkswagen Drive.

The purpose of this mowing is to ensure a standard that reflects a well maintained appearance. Any trash, limbs, and debris found along the road should be removed and disposed of properly before each mowing. The use of herbicides in hard-to-reach areas to minimize trimming and to control growth is permissible but a plan must be presented and approved prior to implementation.

Mowing should be completed on a monthly basis during growing season (April through October) and once in January to ensure a good appearance throughout the year.

Litter collection will occur every other week of the year regardless of whether the site is mowed due to cold or drought periods.

3) Bonny Oaks Drive Embankments

This area consists primarily of the land between the road edge and the fence line on the North side of Bonny Oaks Drive from the main entrance area at Volkswagen Drive to the Hickory Valley Road entrance (indicated on the map).

The purpose of this mowing is to ensure a standard that reflects a well maintained appearance. Any trash and debris found along the road should be removed and disposed of properly before each mowing. The use of herbicides in hard-to-reach areas to minimize trimming and to control growth is permissible but a plan must be presented and approved prior to implementation.

Mowing should be completed on a monthly basis during growing season (April through October) and once in January to ensure a good appearance during the remainder of the year.

Litter collection will occur every other week of the year regardless of whether the site is mowed due to cold or drought periods.

Please refer to the attachments for site-specific locations and designated standard levels to be implemented.

III. SUPPLEMENTAL SPECIFICATIONS

1. The contractor shall execute all work subject to this bid in a professional and courteous manner at all times and shall staff all work performed with a knowledgeable, English-speaking supervisor, and a skilled work force of enough manpower so as to complete all activities promptly and within the scope of all relevant specifications set forth in this document.
2. Any work or specific items which are not completed within ten (10) working days of receipt of written notification will be grounds for contract termination.

3. The contractor will be responsible for complying with all codes, laws, regulations, ordinances, and rules of bodies having jurisdiction as well as any restrictive covenants of Hamilton County or the City of Chattanooga.
4. The successful bidder shall ensure that all employees working under this bid shall wear matching company uniforms including shirts, clearly identifying them as the bidder's employees.
5. All vehicles and equipment utilized by the contractor for this contract shall be clearly marked while on the job site.
6. The contractor shall guarantee that all plantings and turf subject to this bid will receive correct horticultural care. If a plant dies due to contractor's negligence, it will be replaced free of charge with a plant of comparable size and species. Furthermore, all new plantings installed by the contractor shall be guaranteed for one (1) year from the time of installation.
7. None of the preceding guarantees will be enforced if the related damage results from an act of God, theft, vandalism or is otherwise caused by others.
8. The contractor is responsible for the cost of replacing and/or repairing and cleaning all County, City, private, public, or tenant property which has been damaged due to maintenance activities performed under this bid. This includes the washing of any cars that may have dust, debris, mud, etc., on them due to maintenance activities. In the event of damage, the contractor is to immediately notify the City and make necessary arrangements for repair, replacement and cleaning. If the resulting damage is not repaired within a reasonable time frame, then the repairs will be made by the City and the cost will be subtracted from payments due the contractor.
9. Anything that is not covered by this bid is considered additional work and may be performed only after a written quote is submitted to and written permission to proceed is received from the City. The successful bidder will schedule work crews to be on-site on a weekly basis.
10. A site inspection report describing services performed and potential landscape maintenance problems will be sent to the City. Copies of these reports are to be submitted with each monthly invoice for services submitted by the successful bidder. Contractor shall notify the City representative within 24 (twenty-four) hours that contractor has completed the required work. In addition, a complete inspection will be performed once per month by the area manager of the contract and a City representative.
11. No work under this bid may be assigned or subcontracted without prior written consent by the City.

12. The contractor shall be responsible for removing litter from all landscaped areas and shrubs during each visit. Contractor is also responsible for removing litter that may have been discarded illegally on subject properties.
13. Contractor assumes responsibility for repairing any underground utilities that are damaged due to the result of their operations.
14. If scheduled maintenance cannot be performed as a result of weather, the contractor shall advise the City's contract manager and schedule a later visit to finish the missed activity. Any extra visits that are required for the contractor to finish the scheduled work shall be provided at no additional cost for the City.
15. Maintenance, repair and removal of any erosion control measures, either in place or installed by the contractor, shall be covered under this bid.
16. The contractor agrees to post temporary signage notifying of the presence of any chemicals and shall take proper precautions before applying these chemicals.
17. Storage of any equipment or supplies on the property is not permitted without the City's prior written approval.
18. Award of the contract shall be evaluated and determined by a variety of factors. In addition to cost, technical competence, references, experience, performance history, and other factors will determine the bidder most capable of completing the full scope of the contract.
19. All prospective bidders desiring to provide services specified shall visit the job site to become familiar with the facilities and equipment prior to submitting a proposal. No bidder shall be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required with this specification, because of failure to investigate the conditions or become acquainted with all the information concerning the services to be performed.

IV. CONTRACT PERIOD

The City desires to enter into a contract with the successful bidder that will cover the twelve-month period beginning June 1, 2019 and ending May 31, 2020. Upon favorable evaluation and the mutual consent of both the City and the successful bidder, a one-year renewal option will be provided each year through May 31, 2022.

V. SERVICE COMPANY QUALIFICATIONS

The following requirements shall be considered the minimum for a Service Company to be considered as qualified to provide services under this contract, and shall be a prerequisite to any award.

1. A period of three (3) years' experience in the performance of commercial landscape maintenance as specified.
2. Current operation a field office and/or warehouse within fifty (50) miles of the site to be serviced under this specification.
3. A minimum of five (5) full time qualified, local landscape personnel shall be employed by the successful bidder during this contract term. A minimum of two (2) employees must have a minimum of five (5) years documented experience (each) in providing local commercial landscape services. Any persons designated to supervise others under this bid must reside within twenty-five (25) miles of the site to be serviced.
4. Services provided shall be performed by qualified and trained service personnel that are directly employed by the bidding firm. Subcontracting services in these specifications shall be prohibited without prior written consent by the City.
5. Before any work is initiated under this bid, the successful bidder shall be fully licensed to provide landscape maintenance business in the State of Tennessee. Proof of such licensing may be required by the City before a contract award is made.
6. Each bidder shall submit with its bid, two (2) current references of commercial clients within twenty-five (25) miles of ESIP that the bidder currently services.
7. Each bidder shall submit with its bid a listing of all equipment it currently possesses that is qualified to be used in the performance of services sought through this bid.

VI. SERVICE PERFORMANCE GUARANTEES

1. The City's agent may review, at any time, the services provided and reports submitted, to verify the landscape maintenance is being properly and adequately performed. Any lack of maintenance service, complaints, or deficiencies in the performance of the services shall be submitted to the contractor in writing for correction.
2. The contractor shall be notified in writing of problems or deficiencies of significant importance or of a continual nature. A time period of compliance shall be established after discussion and mutual agreement. The importance of these problems or deficiencies shall be interpreted solely by the City. Failure of the contractor to correct the deficiencies within the time period agreed upon shall constitute cause for termination of the contract, withholding of payment, and/or default of performance bond to correct deficiencies.

VII. SPECIAL CONDITIONS

1. The contractor shall maintain Comprehensive General Liability, Automobile Liability, Worker's Compensation and Employer's Liability Insurance in the amounts shown in the attached document Requirements for Insurance Coverage.
2. The maintenance program shall be for a one (1) year period, with two (2) one (1) year renewable options if agreed to by the City and successful bidder prior to the expiration of the contract. The renewable option price may be adjusted by a mutually agreeable amount, and shall be adjusted accordingly, but only at a time coincident with the option renewal date. The annual price shall be invoiced monthly.
3. The City of Chattanooga has the option to cancel at any time without cost, penalty of damages to the contractor, by giving thirty (30) days prior notice.
4. The contractor must comply with all federal, state, and local regulations while maintaining all current required licenses.
5. The City of Chattanooga is exempt from sales, use, or federal excise taxes.
6. Include any additional descriptive literature or information that is relevant to the specification and/or services proposed, that indicate unique qualifications, particular competence in this field, technical capabilities, proprietary techniques, or special resources.

VIII. BID EVALUATION

1. Each Service Company, by the submission of a bid, assents to each and every term and condition set forth within this specification and agrees to be bound thereby. This is an **“All or Nothing Bid”**.
2. Any bid which is incomplete, conditional, or obscure, or which contains irregularities of any kind, may be rejected. Exceptions are to be noted in right or left hand margins of the bid specifications.
3. The City reserves the right to accept or reject any or all bids, to consider the competency and responsibility of all bidders, and to use any information deemed necessary to establish the ability of any bidder to perform all conditions of the contract in order to avoid awarding a contract to a firm unable to produce the quality of service required and intended by this specification.

IX. BID FORM

1. ANNUAL LANDSCAPE MAINTENANCE PROGRAM:

Volkswagen Drive, Discovery Drive, and Park Entrances \$ _____ (A)
(Thirty (30) warm season weekly mowing's plus two (2) winter mowing's)

Hickory Valley Road, Ferdinand Piech Way and Bonny
Oaks Drive Embankments \$ _____ (B)
(Twelve (12) warm season monthly mowing's plus one (1) winter mowing)

TOTAL ANNUAL AMOUNT \$ _____
(A+B)

2. BIDDING COMPANY DATA:

NAME: _____

ADDRESS: _____

3. BID AUTHORIZATION:

SIGNATURE: _____

TITLE _____

DATE: _____

NOTE: ALL RESPONSES ARE TO BE IN THIS FORMAT

Please be sure to attach the following when submitting your bid:

- **This Bid Form**
- **A copy of this specifications document**
- **Your listing of two (2) current references of commercial landscape maintenance installations within twenty-five (25) miles of ESIP that it currently services**
- **A listing of all equipment you currently possess that is qualified to be used in the performance of services sought through this bid**
- **Completed APPENDICES A and B (see Section XI)**

X. APPENDICES

Appendix A Affirmative Action Plan

Appendix B Drug-Free Workplace Affidavit

Enterprise South Mowing Contract

On Volkswagen Drive from Bonny Oaks Drive to the first roundabout

1. The Enterprise South Entry Sign at Bonny Oaks Drive and Volkswagen Drive
Cut the front and back. The back extends along the fence from Volkswagen Drive to Bonny Oaks Drive.
2. On Volkswagen Drive from Bonny Oaks to the first roundabout.
South Side - A. Cut the verge.
B. Cut the median.
C. Cut from the back of the sidewalk to the fresh "cut line". Distance
range:
2' to silt fence.
3. North Side - A. Cut the verge.

Enterprise South Mowing Contract

On Volkswagen Drive from the first roundabout to the second roundabout

South Side

- A. Cut the verge.
- B. Cut the median.
- C. Cut from the back of the sidewalk to the fresh "cut line".
 - @ Amazon – only 2' behind the sidewalk.
 - @ Erlanger – Cut the verge only.
 - @ TDOT – only 2' behind the sidewalk.

North Side

- A. Cut the verge.
- B. Cut the median.
- C. Cut to the edge of the fresh "cut line". Distance range: 2' – 20'.

Enterprise South Mowing Contract

On Discovery Drive from Volkswagen Drive to Hickory Valley Road

North Side

1. Cut the verge
 2. In general, mow to the edge of the “cut line”. Approximate distance: 2’ – 50’.
- @ E-spin mow to the bottom of the ditch. Approximate distance: 20’ – 30’.
 - @ Stormwater detention pond – mow to the fresh “cut line”. Approximate distance: 2’ – 4’.
 - @ TAG mow to silt fence or fresh “cut line”. Approximate distance: 20’ to 30’.
 - @ Fire Station mow to existing silt fence. Approximate distance: 5’ – 30’.

South Side

- @ Army Reserve mow only the verge.
- @ Volkswagen (7000 Discovery Drive) NO mowing needed.
- @ Orlandi (7026 Discovery Drive) mow only the verge.
- @ Stormwater detention pond mow to the tree line or the “fresh cut line”. Approximate Distance: 0 – 40’
- @ ATD mow only the verge.

Enterprise South Mowing Contract

On Volkswagen Drive from the second roundabout to the third roundabout

South Side

1. Mow the median
2. Mow the verge.
3. Mow from the back of the sidewalk to the fresh "cut line". Approximate distance: 20'.

North Side

1. Mow from the back of the sidewalk to the fresh "cut line". Approximate distance: 15' – 30'.

Enterprise South Mowing Contract

On Hickory Valley Road from Bonny Oaks Drive to Old Hickory Valley Road

East Side

- @ East Side Utility District to Discovery Drive. Mow from edge of pavement to bottom of the ditch.
- @ Army Reserve. Nothing there.
- @ Fire Station mow the verge and a strip 2' from the back of the sidewalk. From the Fire Station to Old Hickey Valley Road mow from the edge of the pavement to the fresh "cut line". Approximate distance: 5' – 10'.

West Side

- @ OP Plastic Omnium mow from the edge of the pavement to bottom of the ditch. Approximate distance: 3'.
- @ RR track to Discovery Drive mow a strip from the edge of the street. Approximate distance: 5'.
- @ Gestamp mow from the edge of the pavement to the line of trees. Approximate distance 30'.

Enterprise South Industrial Park Sign

Mow both the front and the back to the fresh "cut line".

Enterprise South Mowing Contract

On Bonny Oaks Drive from Hickory Valley Road to Volkswagen Road

North Side

@ East Side Utility District mow from edge of pavement to the fresh "cut line" or the existing silt fence. This includes the steep bank at East Side Utility District.
Approximate distance: 30' – 50'

South Side

This area is outside of the contract. Do not mow!

Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

During the term of this contract, the Contractor upon request of the City, will make available for inspection by the City of Chattanooga copies of payroll records, personnel documents and similar records or documents that may be used to verify the Contractor's compliance with these Equal Opportunity provisions.

6. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions the Contractor and/or Subcontractor shall be a breach of this contract.

(Signature of Contractor)

(Title and Name of Construction Company)

(Date)

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.
Vendor Disclosure and Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED) _____

(PRINTED NAME) _____

(BUSINESS NAME) _____

(DATE) _____

For further information, please see website:

https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf

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: _____