

BID SOLICITATION



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

BID OPENING DATE AND TIME:

23-JUL-18 at 2:00 PM

BID NUMBER: 305168

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition No.: 172454 Ordering Dept.: Chattanooga Fire Department Buyer: Dedra Partridge Phone No.: (423) 643-7237 Items Being Purchased: Janitorial Services NOTE: A Pre-Bid Conference will be held July 17, 2018, 10:00 AM EST, Fire Administration Building, 910 Wisdom Street, Chattanooga, TN 37406 NOTE: PLEASE QUOTE PER JOB NOT SQUARE FEET ATTACHMENTS: Janitorial Specifications Iran Divestmen Act No Contact/No Advocacy Notice Receipt Affirmative Action Plan Requirements For Insurance Coverage City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy. This Shall Be A Twelve (12) Month Blanket Contract To Supply Janitorial Services. The Contract Term May Be Renewed For Two (2) Additional Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein. QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT. *** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON July 23, 2018 *** 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. 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					

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Item	Class-Item	Quantity	Unit	Unit Price	Total
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.

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

TERMS OF PAYMENT: _____

COMPANY: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____

NAME AND TITLE: _____

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Janitorial Service-Fire Administration	12	Month	_____	_____
2	Janitorial Service-Fire Training Center	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.

TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

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

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

Specifications:

Building 1: Fire Dept. Administration, 910 Wisdom Street.

Daily: Five (5) days per-week (Monday through Friday Including Holidays) between the hours of 5:00 P.M. and 11:00 P.M.

A. **Floors:**

1. Floors not carpeted will be swept and/or dust mopped with dust control treated dust mops and left clean and free of dust.
2. Thoroughly vacuum all carpets. Spot clean where there has been spillage. Particular attention will be paid to corners, edges, under desks, etc.
3. Spillages: Wet spot mop and remove spots where needed on all tile floors.
4. Thoroughly wet mop any tile floor.
5. All terrazzo floors in front entrance way and main corridor on 1st floor will be thoroughly swept, damp mopped, spray buffed and polished. Other floors requiring the same attention will be fire prevention, break area on the 1st floor, hallway in break area on 1st floor, stairwell landings and 2nd floor entrance way to records.
6. Carpeted area on 2nd floor will be thoroughly vacuum and spot cleaned.
7. Stairways will be thoroughly swept and damp mopped.

B. **Restrooms:**

1. Clean and disinfect all vitreous fixtures including toilet bowls, urinals and hand basins.
2. Thoroughly clean all flush rings, drain and overflow outlets.
3. Clean and disinfect toilet seats.
4. Thoroughly clean and dry polish all mirrors and glass.
5. Empty and damp wipe all trash containers and remove waste to nearest disposal area.
6. Thoroughly wet mop all restroom floors with germicidal disinfectant.
7. Dust and clean all ceiling exhaust fan grilles.
8. Clean all urinal and commode partitions and walls around urinals and commodes.
9. Dry polish all stainless steel and chrome fittings.
10. Spot clean to remove all fingerprints, smudges and dirt from light switches, door casings, trash receptacles, kick and push plates, handles, etc.
11. Spot clean all walls including areas adjacent to sinks, urinals, trash cans, soap dispensers, etc.
12. Dust all other surfaces to hand height such as ledges, moldings, etc.

C. **Receptacles:**

1. Waste receptacles (inside and outside the facility) will be emptied and resulting debris will be placed in designated area.
2. Unless marked "Trash" or placed in waste receptacles, boxes and other materials will not be thrown away.
3. Exterior of waste receptacles will be damp wiped in order to maintain neat appearance.

D. **Office Areas:**

1. Dust all furniture and furnishings such as desks, tables, chairs, credenzas, etc., with chemically treated dust cloth. These items will be damp wiped where spillage has occurred. All letter files, phone and other items shall be moved, dusted thereunder and replaced in their original location. Papers on desks, files, etc., will not be disturbed.
2. Dust all telephones; calculators and other office equipment, damp wipe to remove fingerprints, smudges, spillages, etc. Disinfect weekly the mouthpiece of all phones.
3. Dust and damp wipe all counter areas.
4. Window sills, ledges, above doors (door casings), picture frames, display cases, etc., are to be dusted with dust-controlled dust cloths.
5. Dust all partitions and spot clean where there has been spillage, fingerprints, etc.
6. Maintain floors as set out previously in "A" on specifications.
7. Thoroughly clean all glass partitions both inside and outside.
8. Spot clean all walls to remove fingerprints, dirt, spillage, etc. Spot clean with damp sponge all door casings, light switches, ledges, sills, etc.
9. Empty and remove trash as set out previously under "C" of these specifications.

E. **Miscellaneous:**

1. Thoroughly clean and sanitize drinking fountains.
2. Thoroughly clean all entrance ways door glass, both inside and outside.
3. Thoroughly mop break room floor, spray buff and polish. Damp clean all vending machines, appliances and cabinets. Damp wipe all tables and chairs.
4. Spot clean all other vending machines and appliances throughout the building.
5. Thoroughly clean any other counter and sink area in building.
6. Decorative private offices and reception area will be given special attention in keeping with the various special furnishings.
7. Hand marks, fingerprints, smudges, spillage, etc., will be removed from around all wall switches, door knobs, casings, etc.
8. Dust ledges and kickboards on stairwells.
9. Keep all baseboards, machines, doors and furniture bases clean and free of wax build-up.
10. Hand scrub ceramic tile in restrooms. Rinse and wipe dry.
11. Sweep all outside steps and entrances and dispose of resulting trash.

Weekly:

1. All composition floors will be cleaned and machine polished. Floor finish will be applied where needed. Care will be exercised during this operation to eliminate damage to office furniture, walls, etc. Heavy accumulation of wax will not be allowed to build up in corners, under desks, or on edges.
2. Dust all Venetian blinds.
3. Dust all central heat and air vents located both in the ceiling and floor.
4. Thoroughly clean all display cases and large pictures in all areas using window-cleaning materials.
5. Dust and clean all overhead light fixtures throughout building.
6. Dust all baseboards and spot clean with damp sponge where needed.
7. Thoroughly wash and wipe down all vending machines.
8. Damp wipe ledges and kickboards of stairways. Spot clean where there has been spillage.
9. Wash by hand, all walltex and walls in building.
10. Dust all panel walls with chemically treated dust cloths and spot clean for spillage, smudges, hand prints, etc.

Every Two Weeks:

1. Machine scrub bathroom floors with germicidal agent and floor machine.
2. Damp wipe all overhead vents.
3. Thoroughly dust and clean all wood walls and baseboards with Scott's Liquid Gold Wood Polish or equivalent. This is to remove any stubborn stains not removed during daily spotting. Dry polish wood walls and baseboards.

Quarterly:

1. Thoroughly clean all baseboards.
2. Strip all old wax and apply new high quality, high luster floor finish to all hallways and front lobby. All floor waxes must be a minimum of 25% solids. (Stripping means completely removing all old wax and black marks; scrubbing floors alone will not be acceptable)

Semi-Annually:

1. Strip all floors of old wax and apply new high quality, high luster and durable finish in all other tile areas throughout the building. Floor wax must be a minimum of 25% solids.
2. Clean all carpets with shampoo machine and steam extractors.

Initial Services Priority:

All tile and terrazzo floors in both buildings will be stripped, sealed and waxed within thirty (30) days after contract is awarded. (Stripping means to completely remove all old wax, black marks, etc., the scrubbing procedure alone will not be acceptable.)

Wax must be high quality, high luster and durable. Floor wax must be a minimum of 25% solids.

All carpets must be cleaned with shampoo machine and steam extractors. This must be completed within thirty (30) days after contract is awarded.

As Needed Services:

Upon moving of desks, tables, filing cabinets, chairs, etc., the floors in that area will be stripped and rewaxed within forty-eight (48) hours. Floor wax must be a minimum of 25% solids.

Carpet will be machine scrubbed and extracted where there has been spillage or tracking.

All floors throughout building will be maintained at all times by re-coating with a high quality, durable wax in order to reflect a high luster finish.

Additional Requirements:

All cleaning service must be approved by Logistics Chief Carlos Tibbs or his appointed representative of the Chattanooga Fire Department. If the service is not approved, corrections must be made and completed to meet specifications and approval within forty-eight (48) hours there will be a \$50.00 per day penalty until satisfactorily completed.

A representative of the contractor must be immediately available to handle any complaints. All complaints must be corrected the day of notification. Awards shall be made to the responsible and responsive contractor submitting the best bid, considering the following:

- A. Conformity to specifications.
- B. Price
- C. Ability to perform

Additional requirements regarding the first thirty (30) days initial services of stripping, sealing and waxing the hard floors & shampooing of the carpeted floors: The cleaning service shall submit a written report of the floors tentatively scheduled to be serviced each day and a weekly written report of the floors that have been completed. These reports shall be submitted to the officer in charge of building maintenance. These reports shall also be submitted when the floors are done monthly, quarterly and semi-annually.

Said contractor shall be responsible for replacing any and all restroom fixtures including faucets, lavatories, commodes, urinals, soap holders, etc., resulting from carelessness or harsh cleaning agents which causes permanent staining, corrosion, discoloration, tarnishing or malfunction of fixture(s). Said contractor shall be responsible for repairing/replacing tile grout, tile, terrazzo, carpet, hard floors, furniture, permanent or temporary fixtures of any kind, should contractor cause permanent damage or bad appearance to any of the above, whether or not it was done purposely or accidentally. Should the above occur, the repairs/replacements shall be to the satisfaction of the officer in charge of building maintenance.

All written complaints relating to the janitorial company shall receive a written response from the janitorial company owner/supervisor within three (3) of the dated complaint, specifying what action will be taken to prevent further complaints.

SPECIFICATIONS:

Building 2: Chattanooga Fire and Police Training Center Building, located at 3200 Amnicola Highway.

Daily: This service (With the exception of the police training division office) shall be performed, including all floor maintenance, six (6) days a week-Sunday through Friday (Including holidays) between the hours of 11:00 P.M. and 6:00 A.M. The police training division office shall be cleaned, including all floor maintenance, five (5) days a week-Monday through Friday (Including holidays) between the hours of 8:00 A.M. and 4 P.M.

A. Floors:

1. Floors not carpeted will be swept and/or dust mopped with dust control treated dust mops and left clean and free of dust.
2. Thoroughly vacuum all carpets. Spot clean where there has been spillage. Particular attention will be paid to corners, edges, under desks, etc.
3. Spillages: Wet spot mop and remove spots where needed on all tile floors.
4. Thoroughly wet mop any tile floor.
5. All terrazzo floors in front entrance way and main corridor will be thoroughly swept, damp mopped, spray buffed and polished. Other floors requiring the same attention will be the break area and classroom corridor.

B. Restrooms and Locker Room:

1. Clean and disinfect all vitreous fixtures including toilet bowls, urinals and hand basins.
2. Thoroughly clean all flush rings, drain and overflow outlets.
3. Clean and disinfect toilet seats.
4. Thoroughly clean and dry polish all mirrors and glass.
5. Empty and damp wipe all trash containers and remove waste to nearest disposal area.
6. Thoroughly wet mop all restroom floors with germicidal disinfectant.
7. Clean all urinal and commode partitions and surrounding walls and clean exhaust fan grilles.
8. Dry polish all stainless steel and chrome fittings.
9. Spot clean all partitions for smudges, fingerprints and etc.
10. Spot clean to remove all fingerprints, smudges and dirt from light switches, door casings, trash receptacles, kick and push plates, handles, etc.
11. Spot clean all walls. This includes all areas adjacent to sinks, urinals, trash cans, soap dispensers, etc.
12. Dust all other surfaces to hand height such as ledges, moldings, etc.
13. The tops of all lockers and benches shall be dusted and cleaned with a damp sponge as needed.

14. Thoroughly dust and wet mop weight room, gymnasium, and locker room floors including removing the scuff/black marks off the gymnasium floor.

C. **Receptacles:**

1. Waste receptacles (inside and outside the facility) will be emptied and resulting debris will be placed in designated area.
2. Unless marked "Trash" or placed in waste receptacles, boxes and other materials will not be thrown away.
3. All desk ashtrays will be emptied and thoroughly cleaned inside and outside.
4. Exterior of waste receptacles will be damp wiped in order to maintain neat appearance.

D. **Office Areas, Library and Classrooms:**

1. Dust all furniture and furnishings such as desks, tables, chairs, credenzas, etc., with chemically treated dust cloth. These items will be damp wiped where spillage has occurred. All letter files, phone and other items shall be moved, dusted thereunder and replaced in their original location. Papers on desks, files, etc., will not be disturbed.
2. Dust all telephones; calculators and other office equipment, damp wipe to remove fingerprints, smudges, spillages, etc. Disinfect weekly the mouthpiece of all phones.
3. Dust and damp wipe all counter areas.
4. Window sills, ledges, above doors (door casings), picture frames, display cases, etc., are to be dusted with dust-controlled dust cloths.
5. Dust all partitions and spot clean where there has been spillage, fingerprints, etc.
6. Maintain floors as set out previously in "A" on specifications.
7. Thoroughly clean all glass partitions both inside and outside.
8. Spot clean all walls to remove fingerprints, dirt, spillage, etc. Spot clean with damp sponge all door casings, light switches, ledges, sills, etc.
9. Empty and remove trash as set out previously under "C" of these specifications.

E. **Miscellaneous:**

12. Thoroughly clean and sanitize drinking fountains.
13. Thoroughly clean all entrance ways door glass, both inside and outside.
14. Thoroughly mop break room floor, spray buff and polish. Damp clean all vending machines, appliances and cabinets. Damp wipe all tables and chairs.
15. Spot clean all other vending machines and appliances throughout the building.
16. Thoroughly clean any other counter and sink area in building.
17. Decorative private offices and reception area will be given special attention in keeping with the various special furnishings.
18. Hand marks, fingerprints, smudges, spillage, etc., will be removed from around all wall switches, door knobs, casings, etc.
19. Dust ledges and kickboards on stairwells.

20. Keep all baseboards, machines, doors and furniture bases clean and free of wax build-up.
21. Hand scrub ceramic tile in restrooms. Rinse and wipe dry.
22. Sweep all outside steps and entrances and dispose of resulting trash.

Weekly:

1. All composition floors will be cleaned and machine polished. Floor finish will be applied where needed. Care will be exercised during this operation to eliminate damage to office furniture, walls, etc. Heavy accumulation of wax will not be allowed to build up in corners, under desks, or on edges.
2. Dust all Venetian blinds.
3. Dust all central heat and air vents located both in the ceiling and floor.
4. Thoroughly clean all display cases and large pictures in all areas using window-cleaning materials.
5. Dust and clean all overhead light fixtures throughout building.
6. Dust all baseboards and spot clean with damp sponge where needed.
7. Thoroughly wash and wipe down all vending machines.
8. Damp wipe ledges and kickboards of stairways. Spot clean where there has been spillage.
9. Wash by hand, all walltex and walls in building.
10. Dust all panel walls with chemically treated dust cloths and spot clean for spillage, smudges, hand prints, etc.

Every Two Weeks:

1. Machine scrub bathroom floors with germicidal agent and floor machine.
2. Damp wipe all overhead vents.
3. Thoroughly dust and clean all wood walls and baseboards with Scott's Liquid Gold Wood Polish or equivalent. This is to remove any stubborn stains not removed during daily spotting. Dry polish wood walls and baseboards.

Quarterly:

1. Thoroughly clean all baseboards.
2. Strip all old wax and apply new high quality, high luster floor finish to all hallways and front lobby. All floor waxes must be a minimum of 25% solids. (Stripping means completely removing all old wax and black marks; scrubbing floors alone will not be acceptable)

Semi-Annually:

1. Strip all floors of old wax and apply new high quality, high luster and durable finish in all other tile areas throughout the building. Floor wax must be a minimum of 25% solids.
2. Clean all carpets with shampoo machine and steam extractors.

Initial Services Priority:

All tile and terrazzo floors in both buildings will be stripped, sealed and waxed within thirty (30) days after contract is awarded. (Stripping means to completely remove all old wax, black marks, etc., the scrubbing procedure alone will not be acceptable.)

Wax must be high quality, high luster and durable. Floor wax must be a minimum of 25% solids.

All carpets must be cleaned with shampoo machine and steam extractors. This must be completed within thirty (30) days after contract is awarded.

As Needed Services:

Upon moving of desks, tables, filing cabinets, chairs, etc., the floors in that area will be stripped and re-waxed within forty-eight (48) hours. Floor wax must be a minimum of 25% solids.

Carpet will be machine scrubbed and extracted where there has been spillage or tracking.

All floors throughout building will be maintained at all times by re-coating with a high quality, durable wax in order to reflect a high luster finish

Building 3: Fire Dept Resource Building, 3211 Belle Arbor Ave.

Daily: Three (3) days per-week (Monday through Friday Including Holidays) between the hours of 8:00AM – 4:00 PM.

F. **Floors:**

1. Floors not carpeted will be swept and/or dust mopped with dust control treated dust mops and left clean and free of dust.
2. Thoroughly vacuum all carpets. Spot clean where there has been spillage. Particular attention will be paid to corners, edges, under desks, etc.
3. Spillages: Wet spot mop and remove spots where needed on all tile floors.
4. Thoroughly wet mop any tile floor.

G. **Restrooms:**

1. Clean and disinfect all vitreous fixtures including toilet bowls, urinals and hand basins.
2. Thoroughly clean all flush rings, drain and overflow outlets.
3. Clean and disinfect toilet seats.
4. Thoroughly clean and dry polish all mirrors and glass.
5. Empty and damp wipe all trash containers and remove waste to nearest disposal area.
6. Thoroughly wet mop all restroom floors with germicidal disinfectant.
7. Dust and clean all ceiling exhaust fan grilles.
8. Clean all urinal and commode partitions and walls around urinals and commodes.
9. Dry polish all stainless steel and chrome fittings.
10. Spot clean to remove all fingerprints, smudges and dirt from light switches, door casings, trash receptacles, kick and push plates, handles, etc.
11. Spot clean all walls including areas adjacent to sinks, urinals, trash cans, soap dispensers, etc.
12. Dust all other surfaces to hand height such as ledges, moldings, etc.

H. **Receptacles:**

1. Waste receptacles (inside and outside the facility) will be emptied and resulting debris will be placed in designated area.
2. Unless marked "Trash" or placed in waste receptacles, boxes and other materials will not be thrown away.
3. Sand urns (inside and outside the facility) will be emptied and thoroughly cleaned inside and outside.
4. Exterior of waste receptacles will be damp wiped in order to maintain neat appearance.

I. **Office Areas:**

1. Dust all furniture and furnishings such as desks, tables, chairs, credenzas, etc., with chemically treated dust cloth. These items will be damp wiped where spillage has occurred. All letter files, phone and other and other items shall be moved, dusted thereunder and replaced in their original location. Papers on desks, files, etc., will not be disturbed.
2. Dust all telephones; calculators and other office equipment, damp wipe to remove fingerprints, smudges, spillages, etc. Disinfect weekly the mouthpiece of all phones.
3. Dust and damp wipe all counter areas.
4. Window sills, ledges, above doors (door casings), picture frames, display cases, etc., are to be dusted with dust-controlled dust cloths.
5. Dust all partitions and spot clean where there has been spillage, fingerprints, etc.
6. Maintain floors as set out previously in "A" on specifications.
7. Thoroughly clean all glass partitions both inside and outside.
8. Spot clean all walls to remove fingerprints, dirt, spillage, etc. Spot clean with damp sponge all door casings, light switches, ledges, sills, etc.
9. Empty and remove trash as set out previously under "C" of these specifications.

J. **Miscellaneous:**

1. Thoroughly mop break room floor, spray buff and polish. Damp clean all vending machines, appliances and cabinets. Damp wipe all tables and chairs.
2. Thoroughly clean any other counter and sink area in building.
3. Hand marks, fingerprints, smudges, spillage, etc., will be removed from around all wall switches, door knobs, casings, etc.
4. Dust ledges and kickboards on stairwells.
5. Keep all baseboards, machines, doors and furniture bases clean and free of wax build-up.
6. Hand scrub ceramic tile in restrooms. Rinse and wipe dry.
7. Sweep all outside steps and entrances and dispose of resulting trash.

Monthly:

10. Machine scrub bathroom floors with germicidal agent and floor machine.
11. Damp wipe all overhead vents.
12. Thoroughly dust and clean all wood walls and baseboards with Scott's Liquid Gold Wood Polish or equivalent. This is to remove any stubborn stains not removed during daily spotting. Dry polish wood walls and baseboards.

Semi-Annually:

1. Strip all floors of old wax and apply new high quality, high luster and durable finish in all other tile areas throughout the building. Floor wax must be a minimum of 25% solids.

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: _____

Affirmative Action Plan

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

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

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

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

(Signature of Contractor)

(Title and Name of Construction Company)

(Date)

REQUIREMENTS FOR INSURANCE COVERAGE

The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverage's afforded under the policies will not be changed or canceled unless at least fifteen (15) days' written notice has been given to the city. The Contract shall not be binding upon the city until the insurance coverage required herein has been obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and certificates of insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

Workmen's Compensation Insurance that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all states in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by statute.

General Public Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful bidder to defend and indemnify the City of Chattanooga against such claims or suits.

To the extent that the work may require blasting, explosive conditions or underground operation, the comprehensive general public liability and property damage coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims 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