

Date: January 31, 2019

Requisition No.: 180667

**PURCHASING DEPARTMENT  
101 EAST 11<sup>TH</sup> 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 11<sup>th</sup> Street, Suite G13,  
Chattanooga, TN 37402 until 2:00 P.M., EST. on February 14, 2019*

**Requisition / Bid No.: R180667 / 305358  
Ordering Dept.: Waste Resource Division, Public Works  
Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

\*\*\*\*\*

**Items Being Purchased: Sanitary Sewer Installation & Repair Services**

\*\*\*\*\*

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

**2:00 P.M., EST on February 14, 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:**

14-FEB-19 at 2:00 PM

**BID NUMBER: 305358**

**BUYER:**

**PHONE #: (423) 643-7230**

**DELIVERY REQUIRED:**

**SEALED BIDS**

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 180667 / 305358 Ordering Dept.: Waste Resource Division, Public Works Department Buyer: Mark McKeel Phone No.: 423-643-7236					
Items Being Purchased: Sanitary Sewer Installation & Repair Services					
ATTACHMENTS: 1. Specifications (7 pages) 2. Appendix A; Labor Rates (1 page) 3. Appendix B; Equipment Rates (2 pages) 4. Affirmative Action Plan (2 pages) 5. Insurance Requirements (page 3, section 1.6 of specs) 6. Iran Divestment Act Disclosure (1 page) 7. No Contact / No Advocacy Notice (1 page) City of Chattanooga (COC) Terms and Conditions posted on Website <a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a> If you can't download call buyer for a copy.					
This Shall Be A Twelve (12) Month Blanket Contract To Supply Sanitary Sewer Installation & Repair Services for Waste Resource Division.					
The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Terms Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.					
QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.					
*** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON FEBRUARY 14, 2019 ***					
PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305358) ON OUTSIDE PACKAGING					
**** Vendor Shall Hold Prices Firm for First (1st) Year of Contract ****					
Price Escalation Clause: If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments.					
NOTE: ALL BIDS MUST BE SIGNED All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.					

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.</p> <p>The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.</p> <p>The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.</p> <p>**** NOTE ****                      PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</p> <p>Company Name _____</p> <p>Address _____</p> <p>_____</p> <p>Phone/Toll-Free No. _____</p> <p>Fax No. _____</p> <p>eMail Address _____</p> <p>Contact Person's Name _____</p> <p>Estimated Delivery _____</p> <p>Minority-Owned Business _____ Small Business _____ Veteran _____</p> <p>Minority Woman-Owned Business _____ Disabled Veteran _____</p> <p>Woman-Owned Business _____</p> <p>**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****</p>					

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

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

TERMS OF PAYMENT: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

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

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

# BID SOLICITATION



City of Chattanooga  
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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	Crew Superintendent/Project Manager	2500	Hour	_____	_____
2	Crew Superintendent/Project Manager (Overtime)	2500	Hour	_____	_____
3	Crew Supervisor	1000	Hour	_____	_____
4	Crew Supervisor (Overtime)	2500	Hour	_____	_____
5	Heavy Equipment Operator	2500	Hour	_____	_____
6	Heavy Equipment Operator (Overtime)	2500	Hour	_____	_____
7	Truck Driver	2500	Hour	_____	_____
8	Truck Driver (Overtime)	2500	Hour	_____	_____
9	Laborer	2500	Hour	_____	_____
10	Laborer (Overtime)	20000	Hour	_____	_____

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City of Chattanooga  
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Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
11	Parts and Materials; _____ % Markup Over Cost	20000	Each	_____	_____
12	Crew/Support Pickup	2500	Hour	_____	_____
13	Excavator (90,000-105,000lbs)	1500	Hour	_____	_____
14	Excavator (70,000-90,000lbs)	1000	Hour	_____	_____
15	Excavator (60,000-70,000lbs)	2500	Hour	_____	_____
16	Excavator (50,000-60,000lbs)	2500	Hour	_____	_____
17	Excavator (20,000-30,000lbs)	2500	Hour	_____	_____
18	Excavator (15,000-20,000lbs)	2500	Hour	_____	_____
19	2x4 Backhoe (15,000-22,000lbs)	2500	Hour	_____	_____
20	4x4 Backhoe (15,000-22,000lbs)	500	Hour	_____	_____

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101 East 11th Street, Suite G13  
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Item	Class-Item	Quantity	Unit	Unit Price	Total
21	Tri-axle Dump Truck (16 cu yd minimum)	500	Hour	_____	_____
22	Tandem Axle Dump Truck (14 cu yd minimum)	2500	Hour	_____	_____
23	Single Axle Dump Truck (6 cu yd minimum)	2500	Hour	_____	_____
24	Skid Steer Loader (3000 lb operating capacity)	2500	Hour	_____	_____
25	Compact Track Loader 4200 lb (operating capacity)	2500	Hour	_____	_____
26	Compact Track Loader with Hydraulic Mulching Head Attachment	2500	Hour	_____	_____
27	Tow Behind Air Compressor (185 CFM)	2500	Hour	_____	_____
28	Jackhammer (90 lb)	2500	Hour	_____	_____
29	Trench Roller (Self Propelled)	2500	Hour	_____	_____
30	Trash Pump (3-inch)	2500	Hour	_____	_____

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COMPANY: \_\_\_\_\_

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Item	Class-Item	Quantity	Unit	Unit Price	Total
31	Vibratory Tamp	2500	Hour	_____	_____
32	Smooth Drum Roller (36-inch wide minimum)	2500	Hour	_____	_____
33	Straw Blower	2500	Hour	_____	_____
34	Walk-Behind Pavement Cutter	2500	Hour	_____	_____
35	Stackable Trench Box	2500	Hour	_____	_____
36	Rental Equipment; _____ % Markup Over Cost	5000	Each	_____	_____

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TELEPHONE NUMBER: \_\_\_\_\_

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

**SPECIFICATIONS FOR BLANKET CONTRACT  
TO SUPPLY SANITARY SEWER INSTALLATION AND REPAIR SERVICES  
FOR THE INTERCEPTOR SEWER SYSTEM AND RELATED FACILITIES  
WASTE RESOURCES DIVISION  
CITY OF CHATTANOOGA, TENNESSEE**

**1.0 GENERAL**

**1.1 SCOPE OF SERVICES**

The Scope of Services included in these Specifications shall be for the provision of sanitary sewer repair/installation labor services and related materials and equipment on an as-needed basis for the Moccasin Bend Wastewater Treatment Plant (MBWWTP) and related facilities of the Waste Resources Division, including Combined Sewer Overflow Treatment Facilities (CSOTF) Sanitary and Storm Water Pump Stations, and the City Landfills. The Moccasin Bend Wastewater Treatment Plant (MBWWTP) is located at 455 Moccasin Bend Road, Chattanooga, Tennessee 37405.

It is the responsibility of each bidder to visit the Moccasin Bend Wastewater Treatment Plant and the related Waste Resources Division facilities to determine the types of structures for which these services may be required, the associated work areas and conditions, the sizes and types of equipment and parts, the safety requirements, and any other circumstances associated with the provision of these repair/installation services.

Any questions or comments related to the services described in these Specifications may be directed to Mr. Mark McKeel, Buyer, Department of Purchasing, phone 423-643-7236.

**1.2 BASIS OF BIDDING**

The Contractor shall submit one (1) bid on the City's Standard Bid Form. The Bid shall include the labor cost per hour for the various personnel as well as a percent markup on parts, materials, and equipment as requested by the City. **Please refer to Appendix A for a list of these items for which costs shall be provided.**

The cost per hour shall include any and all, costs for wages, benefits, indirect costs, overhead and profit, insurance, and any other related direct or indirect cost. The cost per hour shall be for the services of one (1) individual of the stated classification and any and all equipment necessary to perform the work described herein.

The Vendor shall also provide hourly rates for overtime for the various work described herein and as indicated in Appendix A. Emergency work as described in Section 2.2.1.D of these specifications shall be paid for at the stated overtime rate.



The Vendor shall also provide appropriate rates for use of specialized equipment owned by Vendor as listed in Appendix B, where applicable.

The bid shall be awarded on the basis of the unit cost per hour of the personnel as well as an evaluation of the Vendor's qualifications, experience, capabilities and other factors specified in the City Code.

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

### **1.3 SUBMITTALS**

#### **1.3.1 Bid Bond**

None

#### **1.3.2 Performance Bond**

\$75,000

#### **1.3.3 References and Experience**

##### **A. References**

1. The Vendor shall submit a list of at least five (5) customers for whom the Vendor has performed sanitary/storm sewer repair and installation services during the past five (5) years similar to the Moccasin Bend Wastewater Treatment Plant and/or related facilities.
2. The list shall include names, addresses, telephone numbers, and contact person who is knowledgeable of services provided.

##### **B. Experience**

1. The Vendor shall submit a brief company history of providing the specified services.
2. The Vendor shall provide a description of its work force including number of skilled personnel and their length of service with the company.
3. The Vendor shall be a licensed Municipal and Utility (MU) contractor with unlimited contracting ability.
4. The Vendor shall have a minimum \$2,500,000 bonding ability.

**1.4 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

The Vendor shall comply with rules and conditions found in the City of Chattanooga, Purchasing Department's "General Conditions and Instructions to Bidders" that are a part of the invitation to Bid for the equipment or services specified herein.

**1.5 LENGTH OF CONTRACT**

The Contract for services described herein shall be for a period of one (1) year beginning the effective date of the award of the Contract. The Vendor shall provide a firm hourly rate for the first year of the Contract.

The City shall have the option of extending the Contract for four (4) additional one (1) year periods.

Hourly rates shall, at the time of contract renewal, be subject to adjustment by mutual agreement based on the Southern States CPI as published by the US Department of Labor.

**1.6 INSURANCE**

The Vendor shall, prior to the award of the Contract, furnish proof and maintain in force the following types of insurance at the minimum limits specified below:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workmen's Compensation Employer's Liability	Statutory \$750,000
Bodily Injury Liability Except Automobile	\$750,000 each occurrence \$1,500,000 aggregate
Property Damage Liability Except Automobile	\$750,000 each occurrence \$750,000 aggregate
Automobile Bodily Injury Liability	\$750,000 each person \$1,500,000 each occurrence
Automobile Property Damage Excess Umbrella Liability	\$750,000 each occurrence \$3,000,000 each occurrence

Copies of the current insurance certificate(s) shall be provided to the City prior to any work being performed. Insurance shall be kept in force during the entire length of the contract.

## **1.7 WARRANTY**

The Vendor shall warrant and guarantee the work performed for a period of one (1) year following completion of the work. The work shall be guaranteed and warranted against defective workmanship and materials.

## **2.0 SERVICES AND OTHER REQUIREMENTS**

### **2.1 GENERAL**

#### **2.1.1 *Subcontractors***

The Vendor shall not subcontract the services or assign the contract to others without the written consent of the City of Chattanooga.

#### **2.1.2 *Compliance with Applicable Regulations***

All of the services provided by the Vendor shall be completed in a good and workmanlike manner. All services provided shall be in compliance with all applicable statutes, rules, ordinances and regulations of, but not limited to, the USEPA, TDEC, TDOT, OHSA, and any similar federal, state, and local laws or regulations applicable to the Vendor or to the services described herein.

The Vendor's personnel shall comply with all City, Waste Resources Division, and Moccasin Bend WWTP work rules and regulations when on site.

#### **2.1.3 *Inspection***

The services furnished by the Vendor shall be subject to inspection and approval by the City's designated representative, but the manner and method of providing the services shall be the responsibility of the Vendor.

#### **2.1.4 *Failure to Provide Services and Termination of Contract***

In the event the Vendor:

- a. Fails to initiate services on the date specified or otherwise agreed to;
- b. Fails to provide all of the required documentation for his personnel, insurance, and any other documentation required by these Specifications at the specified times;
- c. After having begun services, abandons them for any reason;
- d. Suspends or refuses to continue services; or
- e. Defaults in any manner in the performance under the terms of the Contract for a period of two (2) consecutive working days (unless the Vendor is prevented from continuing for reasons beyond its control);

The City of Chattanooga shall have the right to terminate the Contract immediately upon the written notification by the City for the reasons listed above and the City shall complete the Contract or have the services completed by another vendor in any reasonable manner at the Vendor's expense.

The City shall have the right to terminate the Contract after giving a thirty-day (30) written notice to the Vendor.

## **2.2 DESCRIPTION OF CONTRACTED SERVICES**

### **2.2.1 General**

- A. The Vendor shall provide sanitary sewer repair/replacement labor services for the repair, upgrade, replacement, improvement, and/or maintenance of the various sanitary and combined sewer structures throughout the City-owned and operated wastewater collection system, the Moccasin Bend Wastewater Treatment Plant, the City Landfill and related Waste Resources Division facilities. The Vendor shall provide all labor, benefits, tools, equipment, fuel, materials and other related expenses necessary to provide these services.
- B. The Vendor shall provide the services on an "as needed" basis as requested by the City. The City will attempt to schedule the work to optimize the use of the Vendor's personnel and equipment when it is practical.
- C. Vendor shall perform work on straight time, i.e., non-emergency, unless otherwise noted. Overtime, weekend, or holiday work shall only be performed at the City's direction.
- D. Vendor shall perform emergency work when requested by the City. Response to the need for emergency work shall be within four (4) hours of notification. If emergency work requires overtime, the corresponding man-hours will be paid at the overtime rates. Vendor shall supply an after-hours contact name and phone number through which notification of the need for emergency work shall be made.

### **2.2.2 Vendor Services**

- A. The Vendor shall provide trained personnel to perform various tasks requested by the City in accordance with the agreed hourly rates (reference Appendix A). Hourly rate shall include all typical hand tools and equipment used by sanitary sewer repair crews. Shovels, picks, rakes, pipe saws, chain saws, hammers, screwdrivers and other hand tools shall be considered incidental to the work and shall be supplied by the Vendor. Specialized equipment shall be as listed in Appendix B and shall have separate hourly rates (see Paragraph 2.2.2-C below).

- B. The Vendor shall provide the services of a superintendent or project manager as needed to review the various projects and assignments with City personnel, to determine labor, materials, and equipment needed, and to provide any other planning, sketches, drawings, product research, or other requirements of the work. Hourly rates for the project manager/superintendent shall also be provided (reference Appendix A).
- C. The Vendor shall provide, as applicable to the various work assignments, available equipment owned by Vendor and listed in Appendix B. Hourly or daily rates for use of Vendor's equipment shall be provided.
- D. The Vendor shall provide personnel time sheets for all work performed, indicating the personnel classification, hours of work, use of specialized equipment, and/or use of approved subcontractors. Upon completion of each project or assignment, vendor shall obtain the signature of the responsible City supervisor on the time sheets, and provide a copy of the signed time sheets to the City supervisor.
- E. The Vendor shall ensure that upon completion of work assignments, all materials and equipment are cleaned up and/or removed, all materials requiring disposal are removed, all equipment is properly stored, and the work area is completely cleaned. The City supervisor shall review and sign off on the completion of these tasks, giving final approval of the work.

### **2.2.3 City Supplied Services**

The City will provide the following services;

1. Designate a City Supervisor to coordinate each assignment and/or project with Vendor's personnel.
2. Provide specialized equipment such as combination sewer cleaners and CCTV trucks that are not owned and not listed by Vendor in rate schedule (Appendix B).
3. Provide access to City facilities for execution of the work.

## **3.0 EXECUTION**

### **3.1 CONTRACT STARTING DATE**

The Contract for the full services shall begin immediately on the effective date of the award of the Contract.

#### **4.0 PAYMENT OF SERVICES**

- 4.1. The City will make payment to the Vendor according to the City's normal policies and procedures.
- 4.2. Invoices for labor must have a service report or daily timesheet attached showing employee's name, title, hours worked, plus details of the job performed.
- 4.3. Invoice descriptions on transaction lines must match the wording of the Purchase Order and reference the corresponding transaction line. The Vendor shall not invoice the City for any item that is not specifically listed on the subsequent Purchase Order.
- 4.4. Invoices to the City shall reference the Moccasin Bend work order number and the first and last name of the City employee placing the order.
- 4.5. Invoices must list a valid e-mail address for billing questions and inquiries.
- 4.6. Invoices must be sent to the City on the Invoice Date.
- 4.7. Accurate Invoices, with all appropriate backup documentation, shall be sent to:

City of Chattanooga  
Attn: Accounts Payable Division  
101 East 11th Street, Suite 101  
Chattanooga, TN 37402  
acctspayable@chattanooga.gov

And a copy sent to:

Moccasin Bend Wastewater Treatment Plant  
Attn: Inventory Coordinator  
455 Moccasin Bend Road  
Chattanooga, TN 37405  
MBacctspayable@chattanooga.gov



**APPENDIX B**

**EQUIPMENT RATES (Excluding Operator)**

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
Crew/Support Pickup	Hour	_____
Excavator (90,000-105,000lbs)	Hour	_____
Excavator (70,000-90,000lbs)	Hour	_____
Excavator (60,000-70,000lbs)	Hour	_____
Excavator (50,000-60,000lbs)	Hour	_____
Excavator (20,000-30,000lbs)	Hour	_____
Excavator (15,000-20,000lbs)	Hour	_____
2x4 Backhoe (15,000-22,000lbs)	Hour	_____
4x4 Backhoe (15,000-22,000lbs)	Hour	_____
Tri-axle Dump Truck (16 cu yd minimum)	Hour	_____
Tandem Axle Dump Truck (14 cu yd minimum)	Hour	_____
Single Axle Dump Truck (6 cu yd minimum)	Hour	_____
Skid Steer Loader (3000 lb operating capacity)	Hour	_____
Compact Track Loader 4200 lb (operating capacity)	Hour	_____
Compact Track Loader with Hydraulic Mulching Head Attachment	Hour	_____
Tow Behind Air Compressor (185 CFM)	Hour	_____
Jackhammer (90 lb)	Hour	_____
Trench Roller (Self Propelled)	Hour	_____
Trash Pump (3-inch)	Hour	_____
Vibratory Tamp	Hour	_____
Smooth Drum Roller (36-inch wide minimum)	Hour	_____
Straw Blower	Hour	_____
Walk-Behind Pavement Cutter	Hour	_____
Stackable Trench Box	Hour	_____



Rental equipment mark-up over cost                    %                    \_\_\_\_\_

## 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.

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(Signature of Contractor)

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(Title and Name of Construction Company)

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(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](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: \_\_\_\_\_