

Date: June 18, 2020

Requisition No.: 196729

**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 July 2, 2020*

**Requisition / Bid No.: R196729 / 305923**

**Ordering Dept.: Water Quality Division, Public Works**

**Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**

\*\*\*\*\*

**Items Being Purchased: Municipal Parking Lot Sweeping Services**

\*\*\*\*\*

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

**2:00 P.M., EST on July 2, 2020**

\*\*\*\*\*

**Pre-bid will not be conducted due to the COVID-19 virus.**

**All questions must be submitted to me at [mmckeel@chattanooga.gov](mailto:mmckeel@chattanooga.gov)  
by June 25, 2020 at 2:00 PM EST.**

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**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:**  
 02-JUL-20 at 2:00 PM

**BID NUMBER: 305923**

**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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RFQ

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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.: 196729 / 305923 Ordering Dept.: Water Quality Division, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236  Items Being Purchased: Municipal Parking Lot Sweeping Services  ATTACHMENTS: 1. Boilerplate & Bid Lines (3 pages) 2. 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 <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.  NOTE: Pre-bid will not be conducted due to the COVID-19 virus. All questions must be submitted to me at <a href="mailto:mmckeel@chattanooga.gov">mmckeel@chattanooga.gov</a> by June 25, 2020 at 2:00 PM EST.  This Shall Be A Twelve (12) Month Blanket Contract for Municipal Parking Lot Sweeping Services for the Waste Quality Division of Public Works.  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 JULY 2, 2020 ***  PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305923) 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					

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
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 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.					
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

<b>BID OPENING DATE AND TIME:</b> 02-JUL-20 at 2:00 PM  <b>BID NUMBER: 305923</b>
<b>BUYER:</b> <b>PHONE #: (423) 643-7230</b> <b>DELIVERY REQUIRED:</b>

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
1	Municipal Lot and Residential Street Sweeping; Annually	1	Year	_____	_____
2	Warner Park Municipal Lot; Four (4) Times a Year	4	Quarter	_____	_____
3	Sweeping of Additional Municipal Lot or Additional Sweeping of Listed Municipal Lots	40000	Square Foot	_____	_____
4	On-Call Sweeping of Residential Streets; Curb Mile	50	Mile	_____	_____
5	Emergency Sweeping Services (for Measured Areas)	10000	Square Foot	_____	_____
6	Emergency Sweeping Services (per Measured Linear Distances); Curb Mile	2	Mile	_____	_____
7	Emergency Sweeping Services (for Select Authorized Emergency Response Work, Hourly)	24	Hour	_____	_____

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TERMS OF PAYMENT: \_\_\_\_\_  
 TELEPHONE NUMBER: \_\_\_\_\_

COMPANY: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_  
 NAME AND TITLE: \_\_\_\_\_

**City of Chattanooga**  
**Public Works Department**  
**Municipal Parking Lot Sweeping Services**

**Purpose**

The City of Chattanooga (City) is seeking bids from qualified Contractors to provide **Sweeping Services for Municipally-Owned Parking Lots Greater than 5,000 square feet in size** as a Service for the Public Works Department in accordance with the terms, conditions, and specifications contained in the Bid Solicitation. The proposed Services shall be provided to the Department on an "as-needed" basis for a minimum period of twelve (12) months with the option for extending the contract two (2) additional twelve-month terms.

**Bid Date & Inquiries**

Separate sealed bids for furnishing all supervision, materials, tools, equipment, appurtenances, and labor necessary for performing the parking lot sweeping services described herein will be received by the City of Chattanooga at City Hall, Purchasing Department, Suite G13, located at 101 E. 11<sup>th</sup> Street, Chattanooga, TN 37402, until **2:00 PM, local time, on Thursday, July 2, 2020** and then at said place publicly opened and read aloud.

Questions related to this solicitation should be directed to the following:

Mark McKeel, Buyer  
City of Chattanooga  
Purchasing Department  
101 East 11th St  
Ste. G-13  
Chattanooga, TN 37402

mmckeel@chattanooga.gov  
423-643-7236 (P)  
423-643-7244 (F)

**All questions must be submitted in writing via email. Questions must be received no later than (2:00 pm EST) on Thursday, June 25, 2020.**

Please reference the page and paragraph number of the Invitation to Bid related to each question to ensure accurate and correct responses. Sufficient time should be allowed for receipt and response to questions submitted by mail. Please write "Questions for Municipal Parking Lot Sweeping Services" in the Subject on the email.

## **Term and Termination**

- i. Award of Contract: Following receipt of Bids from qualified Contractors, the Public Works officials will evaluate the Bids and select a Contractor best meeting the Specifications. The award of a Blanket Purchase Contract will be recommended to the Chattanooga City Council. Upon approved by the City Council, a Blanket Purchase Contract, herein also called "the Agreement", will be issued by the Purchasing Office. No further action shall be required to create a valid Contract binding the parties.
- ii. Term: Unless earlier terminated by either party as hereinafter provided, the Blanket Contract shall commence upon the Effective Date and remain in effect for a minimum period of twelve (12) months. The Blanket Purchase Contract may be renewed for two (2) additional one-year periods upon the same terms by mutual written agreement of the parties.
- iii. Termination for Cause: Either party may terminate the Agreement for a breach by the other party of any of its material terms, provided the non-breaching party provides to the breaching party thirty (30) days written notice describing such breach and offering the breaching party an opportunity to cure. Failure to cure a material breach within the notice period shall result in automatic termination of this Agreement.

## **Confidential Information**

All information submitted by the Bidder in connection with this Bid Solicitation shall be subject to public access in accordance with Tennessee's Open Records Act. Bidders should not submit information with the expectation of non-disclosure. The City cannot agree to keep such information confidential.

## **Representations and Warranties**

By submitting a Bid, the Contractor represents and warrants that:

- (i) the Bidder has the full corporate right, power, and authority to enter into this Agreement, to perform the acts required of it hereunder;
- (ii) the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate any agreement to which such party is otherwise bound; and
- (iii) upon approval of the Award of the Contract by the Chattanooga City Council, the Bid submitted by the Contractor will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms. Each party warrants that it will comply with all laws and regulations applicable to this invitation to bid for service.

## Miscellaneous

- i. Entire Agreement: The Blanket Purchase Contract, together with the Bid Specifications, the City's Standard Terms and Conditions, and any documents submitted by the Bidder with its Bid, completely and exclusively state the entire Agreement of the parties regarding its subject matter, and supersedes, and its terms govern, all prior invitations to bid, agreements, or other communications between the parties, oral or written, regarding such subject matter.
- ii. Assignment: Neither the Agreement nor any rights of obligations hereunder may be assigned in whole or in part without the prior written consent of both parties. Any assignment in violation of this Section will be null and void. Bidder may assign the Agreement in its entirety to a successor in interest in connection with a merger, acquisition, or sale of all or substantially all of its assets with the prior written consent of the City, which shall not be unreasonably withheld.
- iii. Force Majeure: Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of such party.
- iv. Governing Law: Jurisdiction and Venue: The Agreement and all matters arising under or related to its formation or performance whether sounding in contract, tort, or otherwise shall be governed in all respects by the laws of the State of Tennessee, without reference to conflict of laws, principles, and under the Federal laws of the United States, as such may apply.
- v. Headings: The section headings appearing in these Specifications are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect in the Agreement.
- vi. Precedence of Terms: In the event of any conflict between the terms of the Agreement, or the terms of any Purchase Order or acknowledgement, and the City of Chattanooga (City) Terms and Conditions, the City of Chattanooga (City) Terms and Conditions shall take precedence. Any terms conflicting with the City of Chattanooga (City) Terms and Conditions shall be of no force or effect. City of Chattanooga (City) Terms and Conditions are incorporated by reference in this document.
- vii. No Agency: Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.
- viii. Notices: All notices or reports permitted or required under the Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. Notices shall be sent to the parties at the addresses set forth above or such other address as either party may designate for itself in writing.

ix. Severability: In the event that any provision of the Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decisions, such un-enforceability or invalidity shall not render the Agreement unenforceable or invalid as a whole, and, in such event, such provisions shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

x. Waiver and Modification: The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. This Agreement shall not be modified except by a subsequently-dated written amendment signed on behalf of Vendor and City by their duly-authorized representatives.

xi. Waiver of Rule of Construction: Each of the parties and their counsel have carefully reviewed this Agreement, and, accordingly, the normal rule of construction to the effect that any ambiguities in the Agreement are to be construed against the drafting party shall not apply in the interpretation of the Agreement.

## Exhibit A -- Statement of Work

### Implementation Overview

The City of Chattanooga Public Works Department (herein referred to as the "City") is soliciting Bids from qualified Contractors interested in providing services for **Annual Sweeping of Municipal Parking Lots**. The City desired to contract for a **one (1) year period, with two (2) options to renew**.

The Bid shall be structured such that the Contract breaks down costs:

1. Lump Sum Price to fully implement all tasks identified in the Bid Solicitation as they relate to Municipally-Owned Parking Lots greater than 5,000 square feet in area;
2. Specified Unit Prices to fully implement all tasks identified in the Bid Solicitation as they relate to additional On-Call Street and/or Parking Lot Sweeping Services.

These services are required so that the City can achieve compliance with our NPDES Permit requirements. The Contract will be awarded to the Bidder whose bid evaluation indicates that such award will be in the best interests of the Services to be performed, as determined by the City.

The Bid response should include an executive summary of the company, a list of personnel assigned and their positions, a list of references, pricing for the work required, and a draft billing format. Prior to Award of a Blanket Purchase Contract, the Bidder shall submit copies of certificates confirming coverage by Workers' Compensation insurance and general liability insurance.

### Statement of Services, Contract Terms, Reports, Invoicing

The predominant intent of this Bid Solicitation is to enter into a lump sum price Contract for sweeping of listed (see attached Exhibit B) municipally-owned asphalt/concrete parking areas, larger than 5,000 square feet. Location vary from City-owned lots located in residential areas to lots in downtown and commercial/industrial zones. The lump sum price for sweeping these listed lots will include sweeping each of the lots **at least once annually, with the exception of Warner Park which shall be swept four (4) times annually**. During the term of the Blanket Purchase Agreement, the City may add to or remove from the list of specified municipal parking lots, at the City's sole discretion.

The Contractor is asked to provide additional on-call street and emergency sweeping services, based on unit pricing, to be utilized at the City's discretion. Pricing for both services should be provided on the attached Bid Form. The linear distances and parking areas provided are accurate for scope and pricing purposes only. They are reliable estimates, but these additional services shall be paid for under this Contract only for actual linear curb distances and parking lot areas swept. The streets and lots are to be swept for the lump sum or contract price (\$ per curb mile, \$ per square foot), whatever the actual sweeper miles or degree of difficulty may be.

Instances can arise where individual unit price sweeping is needed. Therefore, the Bid should also include unit rate pricing for stand-alone emergency response work. Please provide both lump sum (\$) and unit rates (\$ per hour, \$ per curb mile, \$ per square foot) on the attached Bid Form, for work to be performed both during and outside normal business hours. Emergency response work will only be paid for on an hourly basis for select events and require prior authorization from the City.

Several parking lots within the City have tree bulb-outs or other hard-to-reach places which may require hand sweeping and/or vacuuming into the sweeper. There will be **no additional compensation** for hand sweeping and/or vacuuming. This is a basic, implied service that is necessary for completion of the Work. The Contractor is responsible for verifying all existing conditions and facility characteristics prior to submitting its bid.

Nothing in this Agreement shall create a contractual relationship between any Sub-Contractor and the City, nor shall it create any obligation on the part of the City to pay or to see the payment of any monies due to any such Sub-Contractors except as otherwise may be required.

The City reserves the right to terminate the Contract if quality and service problems cannot be resolved. Whenever the City deems a section of the pavement is inadequately swept, the Contractor shall, within 48 hours' notification, re-sweep the area in question.

The City may make such investigations as it deems necessary to determine the Bidder's abilities. The Bidder shall furnish all such data as the City may request. In determining the award, consideration will be given to the Bidder's:

(a) experience; (b) financial conditions; (c) conduct and performance on previous agreements; (d) facilities; (e) management skills; and, (f) ability to properly execute the agreement. The City reserves the right to reject any bid if evidence or investigation fails to satisfy the City that the Bidder is qualified to satisfactorily complete the Work.

Contractor shall invoice the City at mutually-agreeable times, not to exceed once per month. A report will accompany and support the invoice, which will include an itemized tabulation of the following with respect to each swept location:

- City of Chattanooga's name
- Period during which the services were performed--(the "billing period")
- Name and/or addresses and total number of parking locations responded to
- Total number and nature of additional services performed for the City
- Total charges for the billing period

To allow successful monitoring and reporting of the project by the City, the Contractor is required to furnish the following information as deliverables:

- Exceptions (late or no response, damage, return to site to re-sweep, etc.)
- Scheduling and Vehicle Usage
- Progress, or Other Specific Incidents
- Regular Invoices

In the event the Contractor fails to meet Contract requirements, the City, in its sole determination, shall have the right to use its own employees or the services of another vendor. If applicable, the City's costs, in using its own employees or another vendor, will be deducted from the Contractor's Lump Sum Agreement.

### Scheduling, Frequency, Timing, and Delays

Rain dislodges parking lot pollutants (oil, grease, dust, fertilizer/pesticide overspray, etc.) and transports them into pipes, conveyances, or directly into receiving streams where they are environmentally detrimental. Therefore, the optimal time to conduct sweeping is BEFORE rain events.

The City and the Contractor will coordinate such that surfaces are predominantly cleaned a reasonable period before rain events, when surface contaminants are at or near their maximum. Sweeping immediately after or even within days of significant rain events is environmentally inefficient and **will not be reimbursable activities unless pre-approved** by the City.

Both the City and Contractor are responsible for performing the necessary due diligence to investigate pending rain events by location, duration, intensity, probability, etc., that could cause previously-planned sweeping activities to be either cancelled or postponed.

At a minimum, the Contractor must contact the Director of Public Works or his/her designee 24 hours prior to commencing any Work. Work shall not proceed without approval.

To limit disturbances, no parking lot sweeping at locations adjacent to areas that are predominantly residential shall begin prior to 7:00 AM or continue after 8:00 PM.

Should areas have a heavy leaf fall, Contractor shall supply additional equipment to stay on schedule. If the Contractor has equipment failures for whatever reason, additional equipment shall be used to maintain the schedule. It is the Contractor's responsibility to do whatever it takes to complete the scheduled sweeping.

Sweeping frequency and scheduled times shall be followed at all times unless agreed to by the City. Sweeping performed outside this schedule, without prior approval from the City, **will be ineligible for payment.**

## Crews, Equipment, Damages

The Contractor shall:

- Provide and maintain in full operation at all times, a sufficient crew of workers, tools, materials and mechanical sweepers to perform the work specified and in accordance with the schedule;
- Employ only qualified, competent, and trustworthy staff. All employees must meet Federal, State, and Local requirements for employment. All employees shall be trained and knowledgeable in the services and specifics of this Contract and shall have appropriate safety training.
- Furnish their employees with uniform shirts and jackets, which shall be worn at all times and shall be as neat and clean as circumstances permit;
- Repair any self-created damages within 48 hours. This includes but is not limited to: sprinkler heads, lawn damage, plant beds, parking stops, parking lot lights, storm drain grates, etc.
- Remove any unsatisfactory contract employees from City properties, as directed by the City or otherwise, for any unsatisfactory work or behavior;
- Notify the City, within 24 hours, of any observed pre-existing work area damage (i.e. tire ruts, sod damage, damaged signage, etc.);
- Prepare all sites by removing all unintended obstacles, materials, debris, or other obstructions from surfaces to be swept that may interfere with the sweeping operation (i.e. tree limbs, rocks, refuse, garbage cans, etc.). This shall be done at the Contractor's own expense with no additional cost to the City.
- Use adequate amounts of water to perform sweeping services. Contractor shall make all arrangements for obtaining water from the governing water provider. Contractor shall use appropriate BMPs to prevent the unintended discharge of any used and/or polluted washwater.
- Forfeit, at the discretion of the City, one hundred dollars (\$100), as a penalty, for each time a location is inadequately swept. No additional payment will be made for callbacks as a result of inadequate sweeping.
- Comply with OSHA, ANSI (American National Standards Institute) standards for the type of work being performed. Contractor shall plan and conduct work in a manner safeguarding all persons from injury and take all precautions required. Contractor's staff shall wear OSHA-approved safety equipment at all times.
- Maintain daily parking lot sweeping logs, for quarterly submission, both electronically and by hard copy. The logs will verify locations and total debris collected, by volume, per day. Detailed collection reports per site are unnecessary. The logs shall include daily activity: locations swept, total cubic yards of material collected, and type of sweeper(s) used.
- Not assign, sublet, or subcontract any part thereof to any person, firm, or entity, unless agreed to by the City. Consent may be withheld for any reason deemed justifiable by the City.
- Investigate complaints concerning work performance as directed by the City and report to the City within two (2) working days as to the action or procedure taken to mitigate the complaint. Contractor shall not initiate contact with citizen complainants.
- Transport all swept spoils to a licensed landfill at the Contractor's expense. City facilities will not be available as a disposal location or for equipment storage.
- Handle all material and debris in accordance with all applicable regulations and ordinances promulgated by Federal, State, and Local laws.

**The sweeping equipment:**

- Will be of industrial and municipal size with the capacity to transport the swept debris. Sweepers shall be **Elgin Eagle** or **approved equivalent**. A regenerative air sweeper may only be permitted for sweeping if approved by the City. Sweeper must have primary road brush with side arm brushes for cleaning curb gutters while using a water spray to minimize dust generation.
- Will be equipped with a pressurized water spray system to control dust resulting from the sweeping operation. The Contractor must use this water/dust control system during all sweeping operations.
- Sweeping equipment, disposal trucks, and skid loaders shall be equipped with adequate caution/safety top-mounted warning lights (rotation and/or beacon) visible for 360 degrees in compliance with the applicable City, State, and Federal requirements.
- Will be kept in mechanically safe condition at all times and, to insure compliance herewith, the City reserves the right to inspect the Contractor's equipment prior to the award of the Contract and anytime during the performance of the Contract.
- Will be equipped with City-owned automatic vehicle-locating (AVL) and global positioning devices (GPS). This allows the City to track progress through a live website for current location, sweeper speed, and deployment of brush/spray and other mechanical components. The City will bear the expense of AVL/GPS installation and tracking.
- Will be operated at speeds not to exceed six (6) miles per hour, unless it can be proven that the equipment can still operate at peak efficiency at faster speeds.

**Additional On-Call Street Sweeping Services**

The Contractor shall provide additional on-call street sweeping services to be used at the City's discretion.

The Contractor shall provide per-unit costs for such on-call sweeping services at the estimated quantities provided on the Bid Form. Costs for sweeping by the hour, per the linear foot of curb, and per the square foot of area swept shall be provided.

On-call services for local, residential street sweeping shall not be performed on the same day that refuse collection is scheduled. Collection schedule will be provided.

The Contractor shall respond within 24 hours for on-call sweeping work. Unless authorized by the City, the Contractor shall not sweep major arterial roads during peak rush hour periods (7 AM-9 AM and 4 PM – 6:30 PM). Likewise, road sweeping will not be scheduled on Sundays or Holidays, unless authorized by the City.

On-call street sweeping must include any gutters, roadside edges, travel lanes, centers, acceleration lanes, deceleration lanes, passing lanes and approaches. The Contractor shall ensure that there will be no trails of dirt and dust left on the streets and no indication that the sweeper was present other than a clean street.

In addition to regular reporting for sweeping parking lots over 5,000 square feet as noted above, a separate quarterly log, electric and hardcopy, shall be submitted for any street sweeping work performed. Prior to commencement of contract work, the Contractor shall provide the City with a sample template of the sweeping log for review and approval. The intent of the sweeping log is to provide the City with documentation that will meet the City's NPDES stormwater discharge permit requirements.

### **Additional Information to Include with Bid**

The Contractor shall provide an outline of the company history and detail the company's ability to provide the requested services.

The Contractor shall provide complete reference contact information for recently completed projects that are similar in scope.

The Contractor shall provide a description of the resources that will be employed to perform the requested services, including equipment and personnel.

Detail sweeping methods and sweeping equipment.

The Contractor shall provide evidence of bonds and insurance in accordance with the City's Standard Terms and Conditions.

### **General Definitions**

"**BMPs**" means Best Management Practices used to protect water quality.

"**City**" means the City of Chattanooga, Tennessee.

"**Confidential information**" means any information disclosed by one party to another, which, if in written, graphic, machine-readable or other tangible form is marked as "confidential" or "proprietary"; if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and reduced to a writing marked "confidential" and delivered to the receiving party within thirty (30) days of such disclosure; or which because of its nature should have reasonably been understood by the receiving party to be confidential even in the absence of actual notification of such status. Confidential information shall include, without limitation, information regarding a party's business plans, finances, pricing, products or services, investors, research and development, and City information. Confidential information may also include information disclosed to a disclosing party by third parties.

"**Contractor**" means the individual, partnership, corporation, joint venture, or other legal entity entering into a Contract with the "City" to perform the work.

"**Curb Mile**" means the measurement of curbing of streets and medians.

"**Debris**" means litter, rubbish, leaves, sand, dirt, mud, silt, garbage, rocks, glass, cans, or similar materials so designated by the City within the areas to be swept and of a size which can be practically removed by mechanical sweeping and/or hand sweeping operations.

"**Documentation**" means the information made generally available by the Contractor to the City that describes the form, features, and/or operation of the Services, whether contained in a tangible medium (such as a written format), magnetic or solid state media, or made available in an electronic format. Documentation shall include any updates necessary that the Contractor may make available to the City.

"**Emergency**" means any condition constituting a clear and present danger to life, health, or property, or a significant service disruption.

"**Holidays**" means the following City-recognized holidays, for which City Hall is closed:

New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day (4th of July), Labor Day, Veteran's Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day

"**Illicit Discharge**" means any non-storm water discharge to the City's municipal storm drain system that has the potential to be a source of or cause pollution to downstream receiving water bodies.

"**Implementation**" means the implementation process and tasks.

"**Implementation Target Date**" means the date for which Implementation is targeted to be complete.

"**NPDES**" means the City's National Pollutant Discharge Elimination System permit issued by the State.

"**Person**" means any individual, partnership, franchise holder, association, corporation, State, city or county, or any subdivision or instrumentality of a State and its employees, agents, or legal representatives.

"**Weekly**" means the normal work week during the month, Monday through Friday.

"**Work**" means the services to be completed under this Contract and includes furnishing all labor, materials, and equipment.

"**Travel/Sweeper Speed**" means the speed the sweeper operator must maintain for public safety and has been designated as a speed of no more than six (6) miles per hour while the sweeping broom is lowered in the operating position.

**Exhibit B**

**CITY OWNED PARKING LOTS (> 5,000 SQ. FT)**

#	AREA (Sq. Ft.)	AREA (Acres)	OWNER	ADDRESS	MASTNAME
1	95000	2.18	YOUTH AND FAMILY DEVELOPMENT	5410 SCHOOL DR	101 EAST 11TH ST
2	15000	0.34	FIREHALL	628 SIGNAL MOUNTAIN ROAD	CITY HALL
3	16300	0.37	FIREHALL	6144 DAYTON BLVD	101 11TH ST E SUITE 102
5	33000	0.76	PARKS	5051 GANN STORE ROAD	CITY HALL
6	52000	1.19	PARKS	5401 SCHOOL DR	101 EAST 11TH ST
7	17600	0.40	FIREHALL	BRUNSWICK LANE	101 11TH ST E SUITE 102
8	10400	0.24	FIREHALL	1033 LUPTON DR	CITY HALL
9	7000	0.16	PARKS	800 FOREST AVENUE	CITY HALL
10	25300	0.58	LIBRARY	278 NORTHGATE MALL DR	400 PIONEER BANK BUILDING
11	56000	1.29	WELLNESS CENTER	3167 ELMENDORF CIR	E 11TH ST
12	133000	3.05	FIRE DEP	3200 AMNICOLA HWY	CHATT CITY HALL
13	58000	1.33	FLEET SERVICE	910 WISDOM ST	101 11TH ST E SUITE 102
14	33300	0.76	POLICE	3420 AMNICOLA HWY	101 11TH ST E SUITE 102
15	120000	2.75	POLICE	3404 AMNICOLA HWY	CITY HALL EAST 11TH ST
16	24000	0.55	PARKS	1000 BARTON AVE	CITY HALL
17	220000	5.05	PARKS	1096 LUPTON DR	100 E 11TH ST
18	5235	0.12	PARKS	2610 E 03RD ST	CITY HALL
19	13900	0.32	PARKS	2409 DODSON AVE	CITY HALL
20	24000	0.55	PARKS	370 WARREN PL	CITY HALL
21	52000	1.19	PARKS	AMNICOLA HWY	CITY HALL
22	124300	2.85	PARKS	AMNICOLA HWY	CITY HALL
23	61500	1.41	PARKS	501 W 12TH ST	101 11TH ST E SUITE 102
24	235000	5.39	PARKS	APISON PIKE	MUNICIPAL BLDG
25	8800	0.20	PARKS	HARRISON PIKE	101 EAST 11TH ST
26	0	0.00	PARKS	399 MCCALLIE AVE	CITY HALL
27	36000	0.83	PARKS	600 N ORCHARD KNOB AVE	CITY HALL
28	5000	0.11	PARKS	BUSH ST	CITY HALL
29	27000	0.62	PARKS	200 E M L KING BLVD	100 EAST 11TH ST
30	48000	1.10	CITY PARKING LOT	217 E 10TH ST	CITY HALL

31

8400

0.19

PW

101 E 11TH ST

CITY HALL



Exhibit B

CITY OWNED PARKING LOTS (> 5,000 SQ. FT)

#	AREA (Sq. Ft.)	AREA (Acres)	OWNER	ADDRESS	MASTNAME
32	15600	0.36	PW	100 E 11TH ST	CITY HALL
33	10000	0.23	PW	274 E 10TH ST	101 EAST 11TH ST
34	18600	0.43	PARKING LOT	225 E 11TH ST	CITY HALL
36	12300	0.28	FIREHALL	4510 BONNY OAKS DR	101 11TH ST E SUITE 102
37	45000	1.03	YOUTH AND FAMILY DEVELOPMENT	2124 SHEPHERD RD	CITY HALL EAST 11TH ST
38	10000	0.23	ONION BOTTOM-POLICE	702 E 11TH ST	101 E 11TH ST
39	54000	1.24	WELLNESS CENTER	600 E 11TH ST	101 EAST 11TH ST
40	21000	0.48	EASTGATE	911 EASTGATE LOOP	101 E 11TH ST
42	71000	1.63		740 E 12TH ST	101 E 11TH ST
43	10800	0.25	PARKS	WILCOX BLVD	CITY HALL
45	35300	0.81	PARKS	WILCOX BLVD	CITY HALL
46	323000	7.42	PARKS	1656 REGGIE WHITE BLVD	CITY HALL
47	9500	0.22	FIRE HALL	2103 HICKORY VALLEY RD	CITY HALL
48	6300	0.14	PARKS	MELINDA DR	101 EAST 11TH ST
49	250000	5.74	WARNER PARK	301 N HOLTZCLAW AVE	CITY HALL
50	20500	0.47	LIBRARY	W 38TH ST	123 E 7TH ST
51	12000	0.28	YFD	1009 W 39TH ST	CITY HALL
52	48400	1.11	PARKS	SWAN RD	CITY HALL
53	21300	0.49	PARKS	BATTERS PLACE RD	MUNICIPAL BLDG
54	3500	0.08	PARKS	COLVILLE ST	CITY HALL EAST 11TH ST
55	5024	0.12	PW	1028 E 11TH ST	CITY HALL
56	14000	0.32	PW-TRAFFIC	1010E 11TH ST	101 11TH ST E SUITE 102
60	5500	0.13	PARKS	1003E 10TH ST	CITY HALL
61	11800	0.27	PW	914E 11TH ST	CITY
62	12300	0.28	PW	906E 11TH ST	CITY
63	261500	6.00	PW	1010E 11TH ST	101 11TH ST E SUITE 102
64	5300	0.12	FIREHALL	7700 EAST BRAINERD RD	CITY HALL
65	59000	1.35	PARKS	1428 JENKINS RD	201 CITY HALL ANNEX
66	13600	0.31	PARKS	2453 HICKORY VALLEY RD	100 EAST 11TH ST SUITE 101

67

0

0.00

PARKS

1151 E 23RD ST

CITY HALL



Exhibit B

CITY OWNED PARKING LOTS (> 5,000 SQ. FT)

#	AREA (Sq. Ft.)	AREA (Acres)	OWNER	ADDRESS	MASTNAME
68	5500	0.13	FIREHALL	VANCE AVE	CITY HALL
69	16000	0.37	FIREHALL	300 E MAIN ST	201 CITY HALL ANNEX
70	8000	0.18	FIREHALL	218 E MAIN ST	201 CITY HALL ANNEX
71	7000	0.16	FIREHALL	ROSSVILLE AVE	201 CITY HALL ANNEX
72	10300	0.24	PARKS	4903 ST ELMO AVE	CITY HALL
73	85000	1.95	PARKS	1006 N MOORE LN	CITY HALL
74	75000	1.72	PARKS - BRAINERD GOLF COURSE	5203 OLD MISSION RD	CITY HALL
75	37400	0.86	PARKS	150 RIVER ST	CITY HALL
76	10100	0.23	PARKS	3000 E 34TH ST	CITY HALL
77	16500	0.38	PARKS	3610 DODDS AVE	CITY HALL
78	28000	0.64	COMMUNITY PARKING	LYNNBROOK AVE	101 E 11TH ST
79	14600	0.34	VERIFY SITE	5910 LEE HWY	CITY HALL
80	11710	0.27	PARKS	1314 MOSS DR	CITY HALL EAST 11TH ST
81	6000	0.14	FIREHALL	06TH AVE	CITY HALL
82	7700	0.18	PARKS	200 RIVER ST	100 EAST 11TH ST SUITE 200
83	36000	0.83	PARKS	MARKET ST	CITY HALL
84	38000	0.87	PARKS	1170 WATKINS ST	101 E 11TH ST
85	5920	0.14	PARKS	1100 WATKINS ST	101 EAST 11TH ST
86	15000	0.34	PARKS	151 RIVERFRONT PKWY	CITY HALL
87	13000	0.30	ENTERPRISE	8015 VOLKSWAGEN DR	123 7TH ST 4TH FLOOR
88	0	0.00	PARKS	124 CHESTNUT ST	100 E 11TH ST
89	20700	0.48	FIREHALL	3003 CUMMINGS HWY	CITY HALL
90	71000	1.63	PARKS	3116 KELLYS FERRY RD	CITY HALL EAST 11TH ST
91	18200	0.42	PARKS	2 BLUFF VIEW	CITY HALL
92	7700	0.18	PARKS	4000 SHALLOWFORD RD	11TH ST
93	18200	0.42	PW	515 E 04TH ST	101 11TH ST E SUITE 102
94	10700	0.25	PARKS	100 W 45TH ST	CITY HALL
95	8000	0.18	FIREHALL	912 SHALLOWFORD RD	CITY HALL
96	10200	0.23	FIREHALL	BRAINERD RD	CITY HALL

97

45400

1.04

PW

4504 N ACCESS RD

400 PIONEER BUILDING

**Exhibit B**

**CITY OWNED PARKING LOTS (> 5,000 SQ. FT)**

#	AREA (Sq. Ft.)	AREA (Acres)	OWNER	ADDRESS	MASTNAME
98	28900	0.66	MCKAMEY ANIMAL CARE	4500 N ACCESS RD	4500 N ACCESS RD
99	66000	1.52		1131 W 40TH ST	100 E EAST 11TH ST CITY HALL
100	54000	1.24	BROWN ACRES GOLF COURSE (PARKS)	406 BROWN RD	100 E 11TH ST
101	22200	0.51	FIREHALL	3180 HICKORY VALLEY RD	123 E 7TH ST 4TH FLOOR
102	10500	0.24	GENERAL SERVICES DEPT	2181 CURTIS ST	101 EAST 11TH ST
<b>95</b>	<b>3789589</b>	<b>87.00</b>			

## Affirmative Action Plan

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. 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: \_\_\_\_\_