

Date: May 24, 2018

Requisition No.: 170320

**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 June 7, 2018*

**Requisition / Bid No.: R170320 / 305122**

**Ordering Dept.: Waste Resource Division, Public Works**

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

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**Items Being Purchased: Cleanup Sewer Backups**

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

**2:00 P.M., EST on June 7, 2018**

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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:

07-JUN-18 at 2:00 PM

**BID NUMBER: 305122**

## 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.

## BUYER:

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

**DELIVERY REQUIRED:**

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City of Chattanooga

101 East 11th Street, Suite G13

Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 170320 / 305122 Ordering Dept.: Waste Resources Division, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236  Items Being Purchased: Cleanup Property Damaged by Sewer Backups  ATTACHMENTS: 1. Specifications & Bid Form (9 pages) 2. Affirmative Action Plan (2 pages) 3. Insurance Requirements (see page 1 of specs) 4. Iran Divestment Act Disclosure (1 page) 5. 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 Cleanup Property by Sewer Backups for the Waste Resources 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.  **** 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.  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 JUNE 7, 2018 ***  PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305122) ON OUTSIDE PACKAGING  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 manufacturers names, trade names, brand names, or catalog numbers used in the					

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>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>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

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

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

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

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

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

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

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

# BID SOLICITATION



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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Extracting Raw Sewage Wall and/or Floor Areas	46000	Square Foot	_____	_____
2	Removal of Standing Water (Vacuum Truck) per 1,000 Gallons	118	Gallon	_____	_____
3	Clean & Disinfect Wall and/or Floor Areas (includes doors and trim/molding)	92000	Square Foot	_____	_____
4	Clean & Disinfect Furniture, Fixtures, Cabinets, Appliances, and Electronics, etc.	920	Hour	_____	_____
5	Removal & Disposal of Non-Salvageable Materials and Equipment	68	Ton	_____	_____
6	Clean & Disinfect Clothing, Linens, Drapes, Shoes, etc.	4842	Pound	_____	_____
7	Extermination Services	128000	Square Foot	_____	_____
8	Odor Control	242	Each	_____	_____
9	Moving & Replacement	920	Hour	_____	_____
10	Storage	1045	Day	_____	_____

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

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

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

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

Item	Class-Item	Quantity	Unit	Unit Price	Total
11	Lawn & Driveway Clean and Disinfect	65715	Square Foot	_____	_____
12	Miscellaneous Services (Overhead & Profit % Markup Only)	23000	Each	_____	_____
13	Base Service Call	306	Each	_____	_____

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

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

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

**SPECIFICATIONS FOR  
CLEANING PROPERTY DAMAGED BY SEWER BACKUPS  
CITY OF CHATTANOOGA INTERCEPTOR SEWER SYSTEM**

**1.0 GENERAL**

**1.1 Scope of Work**

The scope of work covered by these specifications includes providing all the labor, supplies, necessary equipment, and other services as required to perform cleanup, sanitation, and safe habitation of property (i.e. homes, businesses, etc.) damaged by sewer backups of the City of Chattanooga Waste Resources Division, ("WRD").

Any questions or comments related to these specifications may be directed to the City Of Chattanooga Buyer, 101 East 11th Street, Suite G-13, Chattanooga, Tennessee 37402 (423) 643-7233.

**1.2 Requirements for Insurance Coverage**

**1.2.1 Workman's Compensation Insurance**

Where applicable, the Vendor shall provide Workman's Compensation Insurance to protect the Vendor against all claims under applicable State Workman's Compensation Laws.

**1.2.2 General Public Liability and Property Damage Insurance**

The Vendor shall provide liability and property damage insurance written in comprehensive form. The insurance shall protect the Vendor and the City of Chattanooga 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 Contract of his employees, agents, or sub Vendors.

The liability limits of this insurance shall be a minimum of \$500,000 for each occurrence.

The insurance shall remain in force at all times during the term of this contract.

**1.3 Length of Contract**

The length of this contract shall be for a period of 12 months with the City's option to renew the Contract for 2 additional one year periods at the same price.

The contract shall begin upon the receipt of the purchase order from the City.

**1.4 Basis of Bid Award**

The Contract shall be awarded based on the unit cost(s) to perform the work described herein and an evaluation of the Bidder's qualifications, experience, and other factors specified in the City Code. Unit prices shall be provided for each work task so as to provide a basis for payment. In addition to completing the City's required bid forms, the attached Bid Proposal Work Sheet shall be completed and submitted with the Bid.

**1.5 General Conditions and Instructions to Bidders**

The Vendor shall comply with the requirements of these specifications and the General Conditions and Instructions to Bidders supplied by the City of Chattanooga Purchasing Department as a part of the Bid package for this work.

**1.6 Vendor License**

The Vendor shall be a Tennessee Licensed Home Improvement Contractor or General Contractor. Vendor shall have knowledge and experience in the proper handling (according to all applicable codes) of contaminated materials.

If sub-Vendors are used they must have the necessary license to perform the prescribed work. Proof of this license must be maintained by the Vendor and made available at the City's request.

In the event that sub-Vendors are used, the Vendor is responsible for the workmanship of the sub-Vendor. The City's contract will only be with the prime Vendor who will be held responsible for any poor workmanship, or claims and damages to property or person by any sub- Vendor.

**1.7 References**

The Vendor shall supply a list of five (5) references including names and addresses and phone numbers of for work completed in the last two (2) years.

**2.0 DESCRIPTION OF SERVICES**

**2.1 Extraction of Contaminated Water**

The Vendor shall extract sewage and contaminated water from contaminated/affected wall and/or floor areas of the property and structure(s) as needed. The Vendor shall consult with the City's designated representative about those areas affected.

Payment for this work will be on a per-square foot of affected wall and/or floor area basis. Cost per square foot shall include labor, benefits, overhead and profit, and equipment cost. If provided as subcontracted service, payment will be on invoiced cost per square foot of affected wall and/or floor area basis plus a percentage mark up for overhead and profit.

In locations where standing water occurs (basements, etc.) and draining through the property's plumbing system cannot be performed, the Vendor shall use septage or similar type vacuum trucks to remove the bulk of the contaminated water from the property. This work shall be done prior to the

extraction of the remainder of the contaminated water as described above. This contaminated water will be trucked to Moccasin Bend WWTP, 455 Moccasin Bend Road, Chattanooga, TN 37405 for disposal. The Vendor will coordinate disposal with the WWTP so that the City is not charged for disposal.

Payment shall be on a per 1,000 gallon basis. Cost per 1,000 gallons shall include labor, benefits, overhead and profit and equipment cost. If provided as subcontract service, payment will be on invoiced cost per 1,000 gallon basis plus a percentage mark up for overhead and profit.

## **2.2 Cleaning, Disinfection, and Deodorizing**

### **A. Floors, Walls, ETC.**

The Vendor shall clean, disinfect, and deodorize all contaminated/affected areas of the building, wall and/or floor areas (includes doors and trim/molding). The Vendor shall use non-hazardous cleaning, disinfection, and deodorizing products appropriate for this type of service. The Vendor shall consult with the City's designated representative about those areas that require cleaning, disinfection, and deodorizing.

Payment for this work will be on a per-square foot of affected wall and/or floor area basis. Cost per square foot shall include labor, benefits, overhead and profit, and equipment and chemical cost. If provided as subcontracted service, payment will be on invoiced cost per square foot of affected wall and/or floor area basis plus a percentage mark up for overhead and profit.

### **B. Furniture, Fixtures, ETC.**

The Vendor shall clean, disinfect, and deodorize all affected furniture, fixtures, cabinets, appliances, and electronic equipment etc. All appliances and electronic equipment shall be checked for proper operation. The Vendor shall use non-hazardous cleaning, disinfection, and deodorizing products appropriate for this type of service. The Vendor shall consult with the City's designated representative about that equipment and fixtures that require cleaning, disinfection, and deodorizing.

Payment for this work will be on a man-hour basis. Cost per man-hour shall include labor, benefits, and overhead and profit. If provided as subcontracted service, payment will be on invoiced cost per-man-hour basis plus a percentage mark up for overhead and profit.

## **2.3 Removal and Disposal of Non-salvageable Materials and Equipment**

### **A. Flooring, Walls, ETC.**

The Vendor shall be responsible for the removal and disposal of non-salvageable damaged materials associated with the building structure and substructure. The Vendor shall consult with the City's designated representative for the work about those materials that are non-salvageable prior to removal and disposal.

### **B. Furniture, Fixtures, ETC.**

The Vendor shall be responsible for the removal and disposal of non-salvageable damaged furniture, fixtures, cabinets, appliances, and electronic equipment. The Vendor shall consult with the City's designated representative



about the non-salvageable prior to removal and disposal.

Payment for this work will be on a per ton basis. Cost per ton shall include labor, benefits, overhead and profit, and equipment. If provided as subcontracted service, payment will be on invoiced cost per ton basis plus a percentage mark up for overhead and profit.

## **2.4 Cleaning of Clothing and Linens**

### **A. Cleaning Clothing, Linens, ETC.**

The Vendor shall clean, launder, or dry clean, disinfect, and/or deodorize all affected clothing, linens, drapes, shoes, etc. The Vendor shall use non-hazardous cleaning, disinfection, and deodorizing products or industry standard services appropriate for this type of work. The Vendor shall consult with the City's designated representative about the items that require cleaning, disinfection, and/or deodorizing.

Payment for this work will be on a per pound basis. Cost per pound shall include labor, benefits, overhead and profit, and equipment and chemical cost. If provided as subcontracted service, payment will be on invoiced cost per pound basis plus a percentage mark up for overhead and profit.

## **2.5 Extermination Services**

The Vendor shall provide extermination services for all affected areas of the building for bugs and vermin attracted to the affected area as a result of the sewer back up. The Vendor shall use industry standard accepted products and services appropriate for these purposes. The Vendor shall consult with the City's designated representative about those areas that require extermination services.

Payment for this work will be on a per-square foot of affected wall and/or floor area basis. Cost per square foot shall include labor, benefits, overhead and profit, and equipment and chemical cost. If provided as subcontracted service, payment will be on invoiced cost per square foot of affected wall and/or floor area basis plus a percentage mark up for overhead and profit.

## **2.6 Odor Control**

The Vendor shall provide odor control services for all affected areas of the building. The Vendor shall not use masking agents. The Vendor shall use industry standard accepted products and services appropriate for these purposes. The Vendor shall consult with the City's designated representative about those areas that require odor control.

Payment for this work shall be based on a unit basis.

## **2.7 Moving and Storage Services**

If it is necessary to remove and store furniture and/or equipment from a building in order to disinfect damaged flooring, walls, doors, etc., the Vendor shall provide the necessary labor, equipment, transportation and storage area for this furniture and equipment. The Vendor shall be responsible for removing from and moving back into the building the affected furniture and equipment. The Vendor shall consult with the City's designated representative regarding the quantities of affected furniture and equipment to be moved and stored. All

equipment shall be moved, transported, and stored in accordance with industry accepted methods and procedures.

Payment for this work will be on a man-hour basis. Cost per man-hour shall include labor, benefits, and overhead and profit. Payment for storage and transportation shall be for the reasonable and customary out-of-pocket invoiced cost of the storage and transportation plus a percentage markup for overhead and profit. If provided as subcontracted service, payment will be on invoiced cost plus a percentage mark up for overhead and profit.

## **2.8 Landscaping Services**

### **A. Lawn and Driveway Cleaning**

The Vendor shall clean, disinfect, and deodorize all affected areas of the lawn and driveway around the dwelling. The Vendor shall use non- hazardous cleaning, disinfection, and deodorizing products appropriate for this type of service. The Vendor shall consult with the City's designated representative about those affected areas that require cleaning, disinfection, and deodorizing.

Payment for this work will be on a per-square foot of affected area basis. Cost per square foot shall include labor, benefits, overhead and profit, and equipment and chemical cost. If provided as subcontracted service, payment will be on invoiced cost per square foot of affected area basis plus a percentage mark up for overhead and profit.

## **2.9 Vendor Availability**

The Vendor shall be able to perform emergency service work described herein on a twenty-four (24) hour a day, seven (7) day a week basis. Response time after receiving notification of problem shall be no longer than one (1) hour after call.

The City will pay the Vendor for one (1) initial service call to assess the damages. The Vendor will consult with the City's designated representative about the assessment of damages.

Payment will be on a flat rate basis for a service call.

## **3.0 EXECUTION**

### **3.1 Performance of Work**

After the issuance of a purchase order, the Vendor shall be available on a twenty-four (24) hour, seven (7) day a week basis.

### **3.2 Payment**

Payment shall be in accordance with the City's normal policies and procedures.

Invoices shall be sent to:

City of Chattanooga  
Accounts Payable Division  
101 East 11<sup>th</sup> Street, Suite 101  
Chattanooga, TN 37402  
[acctspayable@chattanooga.gov](mailto:acctspayable@chattanooga.gov)

And a copy sent to:

Moccasin Bend WWTP  
Inventory Coordinator  
455 Moccasin Bend Rd.  
Chattanooga, TN 37405  
[randall\\_mary@chattanooga.gov](mailto:randall_mary@chattanooga.gov)

The Vendor shall invoice the City based on the following requirements:

#### **A. Hourly Rate**

The Vendor shall be billed at a flat hourly rate for labor. This rate shall include labor, benefits, and overhead and profit. This rate shall be the same for work provided during normal work hours or after hours, weekends or holidays. The Vendor shall provide time sheets to show the exact amount of hours spent on each task. These time sheets will be reviewed daily or as required with the City's designated representative.

#### **B. Unit Prices**

The Vendor shall bill some service on a per square foot of affected area basis. Cost per square foot shall include labor, benefits, overhead and profit, and equipment and chemical costs if applicable. The Vendor shall provide measurements to show the exact amount of area required for each task. These measurements will be reviewed as required with the City's designated representative.

The Vendor shall bill some services on a per pound basis. Cost per pound shall include labor, benefits, overhead and profit, and equipment and chemical costs if applicable. The Vendor shall provide weigh tickets to show the exact amount of weight required for each task. These weigh tickets will be reviewed as required with the City's designated representative.

The Vendor shall bill some services on a per ton basis. Cost per ton shall include labor, benefits, overhead and profit, and equipment costs if applicable. The Vendor shall provide weigh tickets to show the exact amount of weight required for each task. These weigh tickets will be reviewed as required with the City's designated representative.

The Vendor shall bill some services on a per 1000 gallon basis. Cost per 1000 gallon shall include labor, benefits, overhead and profit, and equipment costs if applicable. The Vendor shall provide measurements to show the exact amount of volume for each task. These volumes will be reviewed as required with the City's designated representative.

### **C. Overhead and Profit Mark Up**

The Vendor shall provide a stated value for overhead and profit in percent for use in marking up of services.

### **D. Other Requirements**

The Vendor shall include on the invoice the date and time notified and authorized to perform the work; the date and time the work was initiated; and the date and time the work was completed.

The Vendor shall submit to the WRD System Engineer's office or his designee an invoice and a property owner signed release of all claims form (witnessed or notarized).

## **3.3 Termination of Contract**

In the event that the Vendor cannot or will not perform the services covered in these Specifications, the City may terminate the contract upon written notice and hold the terminated Vendor liable for any increase in expenses to the City over the term of the Contract including any renewal term.

## **3.4 Bibliography / References**

- Berry, Michael A., Jeff Bishop, Claude Blackburn, Eugene C. Cole, William G. Ewald, Terry Smith, Nathan Suazo, Steve Swan, and Mr William G. Ewald. "Suggested guidelines for remediation of damage from sewage backflow into buildings." Journal of Environmental Health 57, no. 3 (1994): 9-15.
- Block, S.S. (1991) Disinfection, Sterilization, and Preservation, Lea & Febiger, Philadelphia, PA.
- Brown, David A. "Moisture Management & Mold Remediation Program." Occupational Safety and Health (2007)
- Cole, E.C. (1989) Remedial measures for biological pollutants in the home. Workshop on Biological Pollutants in the Home. U.S. Consumer Product Safety Commission, American Lung Association.
- Cole, E.C. (1987) The application of disinfection and sterilization to infectious waste management. In: Tulis, J.J. and W. R. Thomann (eds.), Proceedings of strategies for improved chemical and biological waste management for hospitals and clinical laboratories. Duke University, University of North Carolina, North Carolina Pollution Pays Program.
- Henning, Stephen J., and Daniel A. Berman. "Mold Contamination: Liability and Coverage Issues: Essential Information You Need to Know for Successfully Handling and Resolving Any Claim Involving Toxic Mold." Hastings W.-Nw. J. Env't'l L. & Pol'y 8 (2001): 73.
- International Institute of Carpet and Upholstery Certification. (1991) Carpet Cleaning Standard. S001-1991, International Institute of Carpet and Upholstery Certification, Vancouver, WA, 1991.
- Morey, Philip R. "Remediation and control of microbial growth in problem buildings." Microorganisms in Home and Indoor Work Environments. Taylor &

Francis, London (2001): 83-99.

- Morey, PHILIP R. "Microbial remediation in non-industrial indoor environments." Sampling and analysis of indoor microorganisms, John Wiley & Sons, New York, NY, USA (2007): 231-242.
- Rutala, W.A. (1987) Disinfection, sterilization and waste disposal. In: Wenzel, R.P., Prevention and control of nosocomial infections. Williams and Wilkins, Baltimore.
- Tyau, Gordon DC, Mark Lawton, P. Eng, and J. David Miller. "FIELD INSPECTION PROTOCOL FOR INVESTIGATION OF MOLD DAMAGED BUILDINGS." (2002).

## BID FORM

Line	Description	UOM	Price	Quantity
1	Extracting Raw Sewage wall and/or floor area	Square Foot	\$	
2	Removal of Standing Water (Vacuum Truck) per 1000 gal.	1,000 Gallon	\$	
3	Clean & disinfect wall and/or floor areas (includes doors and trim/molding)	Square Foot	\$	
4	Clean & disinfect furniture, fixtures, cabinets, appliances, and electronics, etc.	Hour	\$	
5	Removal & disposal of non-salvageable materials and equipment	Ton	\$	
6	Clean & disinfect clothing, linens, drapes, shoes etc.	Pound	\$	
7	Extermination Services	Square Foot	\$	
8	Odor Control	Each	\$	
9	Moving and replacement	Hour	\$	
10	Storage	Day	\$	
11	Lawn and driveway clean & disinfect	Square Foot	\$	
12	Miscellaneous Services (overhead & profit% mark up only)	%		
13	Base Service Call	Each	\$	

Please List Miscellaneous Services and Pricing for Each:

## 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: \_\_\_\_\_