

Date: September 8, 2020

Requisition No.: 202398

**PURCHASING DEPARTMENT
101 EAST 11TH STREET
CITY HALL
SUITE G13
CHATTANOOGA, TENNESSEE
37402**

Request for Bid (RFB) for the City of Chattanooga, Tennessee

*Proposals will be received at 101 East 11th Street, Suite G13,
Chattanooga, TN 37402 until 2:00 P.M., EST. on September 24, 2020*

Requisition / Bid No.: R202398 / 305976

Ordering Dept.: City Wide Services Division, Public Works

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

**Items Being Purchased: Herbicide Treatment for City Drainage Canal
Right-of-Ways, CBD Area Curbs & Gutters**

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

2:00 P.M., EST on September 24, 2020

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

All questions must be submitted to me at mmckeel@chattanooga.gov

by September 16, 2020 at 2:00 PM EST.

**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:
 24-SEP-20 at 2:00 PM

BID NUMBER: 305976

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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Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 202398 / 305976 Ordering Dept.: City Wide Service Division, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236					
Items Being Purchased: Herbicide Treatment for City Drainage Canal Right-of-Ways, CBD Area Curbs & Gutters					
Are you a City of Chattanooga Employee Yes _____ No _____					
ATTACHMENTS: 1. Boilerplate & Bid Lines (4 pages) 2. Specifications (16 pages) 3. Instructions to Bidders (1 page) 4. Affirmative Action Plan (2 pages) 5. Iran Divestment Act Disclosure (1 page) 6. No Contact / No Advocacy Notice (1 page) City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy.					
NOTE: Pre-bid will not be conducted due to the COVID-19 virus. All questions must be submitted to me at mmckeel@chattanooga.gov by September 16, 2020 at 2:00 PM EST.					
This Shall Be A Twelve (12) Month Blanket Contract for Herbicide Treatment for City Drainage Canal Right-of-Ways, CBD Area Curbs & Gutters for the City Wide Services 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 SEPTEMBER 24, 2020 ***					
PLEASE SUBMIT BIDS IN DUPLICATE INDICATING BID NUMBER (305976) 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.					

BID SOLICITATION



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

BID OPENING DATE AND TIME:
 24-SEP-20 at 2:00 PM

BID NUMBER: 305976

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
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NOTE:
 ALL BIDS MUST BE SIGNED
 All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

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

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

BID OPENING DATE AND TIME:
 24-SEP-20 at 2:00 PM

BID NUMBER: 305976

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
1	Herbicide Treatment for the City of Chattanooga's Drainage Canal Rights of Way	3	Each	_____	_____
2	Herbicide Treatment of the Central Business District (CBD) Curbs and Gutters	3	Each	_____	_____

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.

TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

**SELECTIVE HERBICIDE APPLICATION
CITY OF CHATTANOOGA
DRAINAGE CANAL RIGHTS-OF-WAY &
CBD AREA CURBS AND GUTTERS
SPECIFICATIONS**

SCOPE

- I. The work required under this contract consists of the application of herbicide to the vegetation growing in the drainage channels indicated in Appendix 1 and the CBD area curbs and gutters in Appendix 2.
- II. Prospective bidders are urged to make a complete inspection of all areas to be treated. Failure to do so will not relieve him/her of any of the provisions of the specifications herein. All supervisory personnel employed by the bidder to be involved in this project must be present with the City of Chattanooga representative at all inspections of areas to be treated within his/her project.
- III. Areas of channels to receive treatment are further defined as being the bottom, side, and banks to the limits of the right-of-way. In the absence of a defined right-of-way, the top edge of the channel embankment shall prevail. This includes concrete bottom ditches in which treatment shall extend beyond the concrete to the top of the slope. In the event privately owned walls, fences, maintained hedges, or other appurtenances border channels, the treatment shall extend only to these appurtenances.

INSPECTION OF WORK

No later than thirty (30) days after completion of each application a joint inspection by representatives of the contractor and the City of Chattanooga shall be made to determine the effectiveness of the herbicide treatment.

SCHEDULE OF WORK

- I. All areas defined in the Scope shall receive two (2) herbicide spray treatments during the year as follows:
 - A. **First Treatment** – must begin within ten (10) days of Notice to Proceed. The first complete treatment must be completed within thirty (30) days from the date of Notice to Proceed.
 - B. **Second Treatment** – will be approximately twelve (12) weeks after the first treatment. Must begin within ten (10) days of Notice to Proceed. The second complete treatment must be completed within thirty (30) days from the date of Notice to Proceed.
 - C. **Follow-up Treatment** – at no additional cost, as required by the City within thirty (30) calendar days following completion of first and second treatments.

- II. The Contractor will submit a work schedule including a detailed explanation of what and when the areas will be treated for the Public Works department's review. The schedule will need to be submitted prior to the Construction Contract being awarded. In the event of disagreement, the schedule of the Department of Public Works will be adhered to by the contractor.

MATERIALS REQUIRED

- I. The herbicide used in treatment of vegetation, except aquatics, shall consist of a combination of herbicide products which will effectively control all vegetation, except narrow leaf grass. Any narrow leaf grass that is killed or permanently damaged shall be replanted by the Contractor by means of seeding, and growth will be assured. Replanting shall be done at no additional cost to the City of Chattanooga.
- II. Herbicides to be used for treatment of drainage canals shall be strictly adhered to as follows. Use Monsanto's **Rodeo** herbicide at one percent (1 %) of total solution combined with one percent (1 %) of Dow Agro Sciences' **Garlon 3A** herbicide for ditch bank application with one half percent (1/2 %) of **Adherent 90** surfactant, or approved equal.
- III. Use Monsanto's **Rodeo** herbicide at two percent (2 %) of total solution in clean water with one percent (1 %) of **Adherent 90** surfactant for all aquatic growth or vegetation growing in the water, or approved equals.
- IV. Primary means of vegetation control in drainage canals shall be foliar application. However, where trees exist that are too tall to be treated in this manner, a cut-bark treatment using Monsanto's **Roundup Pro** (or approved equal) as per manufacturer's recommendation.
- V. Producing pecan or desirable trees located along or near the top banks of the channel are not to be treated, and all efforts shall be made to avoid damaging or killing these trees.
- VI. The Contractor will be held liable for any damage incurred to yards, gardens, and other private property damaged as a result of overspray. The Contractor will also be responsible for damage incurred to areas not authorized by the City to be treated.
- VII. The Contractor shall comply with all pesticide herbicide application requirements as set forth by the Tennessee Department of Agriculture, Division of Plant Industries, Federal Environmental Protective Agency requirements; and manufacturer's instructions provided with chemicals on labels and/or in accompanying brochures. The Contractor should submit documentation of acceptability to the City of Chattanooga for its records.

EQUIPMENT REQUIREMENTS

All equipment used by the Contractor for herbicide application must comply with all applicable State, Federal and OSHA regulations. A permanent amber caution light will be mounted on top of each piece of equipment that operates from public roads.

METHOD OF APPLICATION

Custom handgun foliar treatment by only skilled, experienced applicators shall be the primary means of herbicide application in drainage canals. Each person actually spraying must be certified as a commercial pesticide applicator by the State of Tennessee. Contractor will utilize truck-mounted spray-rigs to access the areas to be treated by means of walking, wading, or swimming as is necessary while using hoses to access the work. Large 4-wheel drive and other spray equipment shall be kept out of the ditches to prevent damage to the channel and/or erosion.

CONSTRUCTION REQUIREMENTS

- I. Areas of drainage canals to receive herbicide treatment is further defined as being the bottom, side, and banks to the limits of the right-of-way. In absence of a defined right-of-way, the top edge of the drainage embankment shall prevail. In the event privately owned walls, fences, ornamental shrubbery or other appurtenances border drainage canals, the treatment shall extend only to these appurtenances.
- II. Ditches that exist where no cultivated fields, established lawns, etc. adjoin the canal shall receive a Bermuda-release treatment on both top sides up to the limits of the right-of-way.
- III. Where cultivated fields, established lawns, and landscaped areas adjoin the canal, right-of-way is limited to the area including the channel of the canal, and along the top bank adjacent to the side slopes. However, in no case will Contractor's operations be permitted to encroach upon or interfere with cultivation of growing crops.
- IV. Prospective bidders are urged to make a complete inspection of the rights-of-way and curbs and gutters to be treated. Failure to do so will not relieve him/her of any of the provisions of these specifications.
- V. Any work added or deleted under this contract shall be by approved **Change Order** only.
- VI. All work added or deleted will be specified by location and approximate linear feet. Jointly, representatives of the Contractor and the Department of Public Works shall measure areas added or deleted to determine the effective square feet. Such measurements shall be documented and signed by both representatives and will be the basis for determining the final scope of work and contract price.
- VII. All documentation pertaining to the additions or deletions work shall be maintained in a project file by the Department of Public Works.
- VIII. All areas treated shall be jointly inspected by the Department of Public Works and a representative of the Contractor no later than thirty (30) days following the first and second applications. It shall be determined if control of vegetation has been effective.
- IX. In any case where the control is not totally effective, follow-up treatments will be applied as required. A subsequent inspection of areas which receive spot treatments shall be conducted to determine effectiveness of the treatment for further payment.

- X. The Contractor shall not apply any herbicide when rainfall is forecasted within eight (8) hours of time of application, during periods of rainfall or immediately following periods of rainfall while vegetation retains rainfall moisture on the surfaces of plants.
- XI. The Contractor shall be responsible for providing Traffic Control at his/her own expense during this project.

GENERAL

- I. All weeds, grass, and brush shall be eliminated except Bermuda grass. Any Bermuda grass that is killed or permanently damaged shall be replanted by the Contractor by means of seeding, and regrowth will be assured. Replanting shall be done at no additional cost to the City.
- II. Bidder(s) must be licensed by the Tennessee Department of Agriculture, Division of Plant Industries. License number to be furnished with bid proposal. Bidder(s) shall submit a list of successful chemical vegetation management projects similar in scope and scale to this project, completed within the previous five (5) years with his/her bid. Project name, customer, address, and telephone number to be included with each listing.
- III. The Contractor shall furnish with the bid proposal a listing of two (2) supervisors with a minimum of five (5) years of experience and five (5) applicators with a minimum of two (2) years of experience licensed in the Right-of-Way and Aquatic categories. Contractor to furnish a listing with names, addresses and telephone numbers along with photo copies of each person's Certified Commercial Pesticide Applicator Certificate.
- IV. Complaints from residents or business owners resulting from work done under this contract will be received and recorded by the City of Chattanooga. The complaints will then be forwarded to the Contractor. The Contractor will make contact with the person or persons registering the complaint within twenty-four (24) hours and do whatever is necessary to investigate the situation and make a sound judgment as to its authenticity. If, in fact, a liability situation does exist, every effort will be taken to insure that the claim is settled as expeditiously as possible. In each case the City of Chattanooga will be kept informed as to the disposition of complaints.
- V. The Contractor shall report any potential problems that are not designated by the prior inspection, such as erodible areas which could be worsened by the herbicide application. The Contractor shall contact the City's representative and show him/her the questionable area before any work is performed on that site.

BASIS OF PAYMENT

Fifty percent (50 %) of the Contract Price shall be paid after inspection and acceptance to the satisfaction of the City's representative for each treatment.

RENEWAL OF CONTRACT

This contract is for the current Growing Season. However, the City of Chattanooga may at their option renew the contract for two (2) additional years. Increases in contract amount are limited to consumer price index.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Bidder(s) must agree to commence work on or before a date to be specified in written "Notice to Proceed" of the City and to fully complete the project within one hundred twenty (120) calendar days. The Bidder(s) must also agree to pay (as liquidated damages) the sum of three hundred dollars and no cents (\$300.00) per day for each consecutive calendar day thereafter.

RESPONSIBILITY AND PROPERTY DAMAGE

The Contractor shall be responsible for any damage, personal or private property, caused by the use of chemicals, vehicles, or other equipment while engaged in this contract. The Contractor shall pay for and maintain in force, during the tenure of this contract, the insurance listed below. The City of Chattanooga shall be provided certified proof that such insurance is, in fact, in force prior to the contract start work date and will continue in force for the length of the contract.

REQUIREMENTS FOR INSURANCE COVERAGE

The Contractor shall comply with rules and conditions found in the City of Chattanooga, Purchasing Department's "General Conditions and Instructions to Bidders" that have been made a part of this solicitation, and are posted on the web page listed directly below.

https://chattanooga.gov/images/City_of_Chattanooga_-_Standard_Terms_and_Conditions_Revised_7.18.2018.pdf

The service provider shall be required to furnish proof and maintain in force the types of insurance in at least the minimum limits specified in the City's Purchase Order Standard Terms and Conditions, specified in the Standard Terms and Conditions document.

Contractor shall provide proof of these insurance and bonding requirements at the time of bid. The insurance shall remain in force at all times during this contract.

BID BOND

A certified check or bidder's bond for five percent (5 %) of the total bid must accompany each bid.

PERFORMANCE BOND

- I. Simultaneously with his/her delivery of the Executed Contract, the Contractor shall furnish a Performance Bond in the sum of one hundred percent (100 %) of the Contract Amount as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The surety on such Bonds shall be issued by a duly authorized surety company satisfactory to the City of Chattanooga.
- II. The City of Chattanooga reserves the right to determine which is the lowest and best bid and to accept or reject any or all bids based on that determination.
- III. In determining the responsiveness of the low Bidder(s), the City shall consider the following factors: (A) Completeness and regularity of the Bid form; (B) A bid form without excisions or special conditions; (C) A Bid form having no alternative bids for any item, and (D) Such other factors as may be considered under State Law, Federal Law, or regulations.

SUBLET

Contractors shall not sublet or assign this Project in whole or in any part thereof without the consent of the City of Chattanooga having first been obtained in writing.

BILLING CONSIDERATIONS

The City will make payment to the Contractor according to the City's Purchase Order Standard Terms and Conditions. Once City has approved the quoted price and submits Requisition for same, it will advise Contractor of the Release Number in order to place the order. Invoices that do not reference the Release Number will not be considered complete or valid.

- Contractor's invoice must list a valid email address for billing questions and inquiries.
- Invoice Date is critical: invoices must be sent to the City on the Invoice Date in order for the City's tracking system to accurately reflect the record. The Invoice Date must not precede the Ship Date or Service Date.
- Invoice descriptions on transaction lines must match the wording of the Purchase Order transaction lines, and reference the corresponding transaction line number of the Purchase Order. The Contractor shall not invoice the City for any item that does not correspond to a line on the Purchase Order.
- Contractor will be responsible for collection signature and legible name of City employee when delivering goods/or services and must be able to produce said Proof of Delivery ("POD") upon request. The POD must contain an itemized list of goods and/or services. The POD must accompany each Department's payment packet before presenting the Invoice with all necessary backup to City's Accounts Payable Division. Including copy of POD with Invoice is encouraged and speeds payment processing time.
- Contractor's Invoices that are billed inaccurately, incompletely, or otherwise unprocessable are not considered valid.

- When sending City a Revised Invoice, it must be clearly marked "Revised." When sending City a replacement Invoice, it must reference the Invoice Number it is replacing.
- Invoices to the City shall reference the City Department, Release Number, Work Order Number, and the first and last name of the City employee placing order.
- Invoices for payment may be submitted every two weeks, or at the end of a work assignment, which ever comes first. Invoices shall also list the dates, addresses, and hours worked, itemized by Work Order numbers (previously assigned by the City Forester).
- 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:

City of Chattanooga
Attn: Marie Janeway
900 East 11th Street
Chattanooga, TN 37403
PWCWS-Payables@chattanooga.gov

APPENDIX 1

CITY OF CHATTANOOGA

HERBICIDE TREATMENT ON DRAINAGE CANAL RIGHT OF WAYS

WORK SCHEDULE:

- First Application is scheduled for the first week of May. Changes due to weather may push the work up or back a week, depending on any/amount of water in drainage canals.

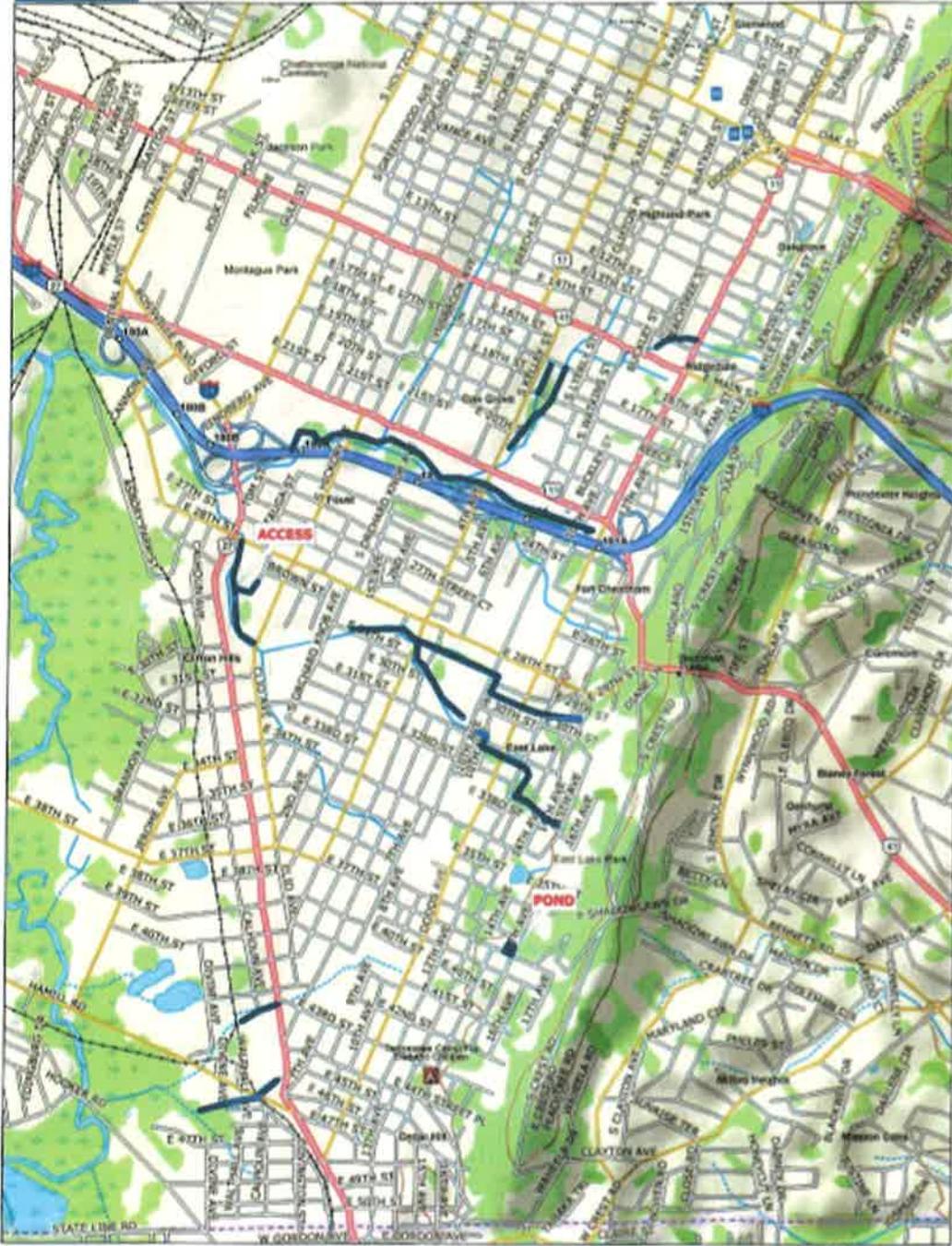
Any touch-ups will be completed within thirty (30) days from the application.

- Second Application will be scheduled for the early part of August. Again, changes in start date may be necessary due to weather.

Any touch-ups will be completed within thirty (30) days from the application.

AREAS:

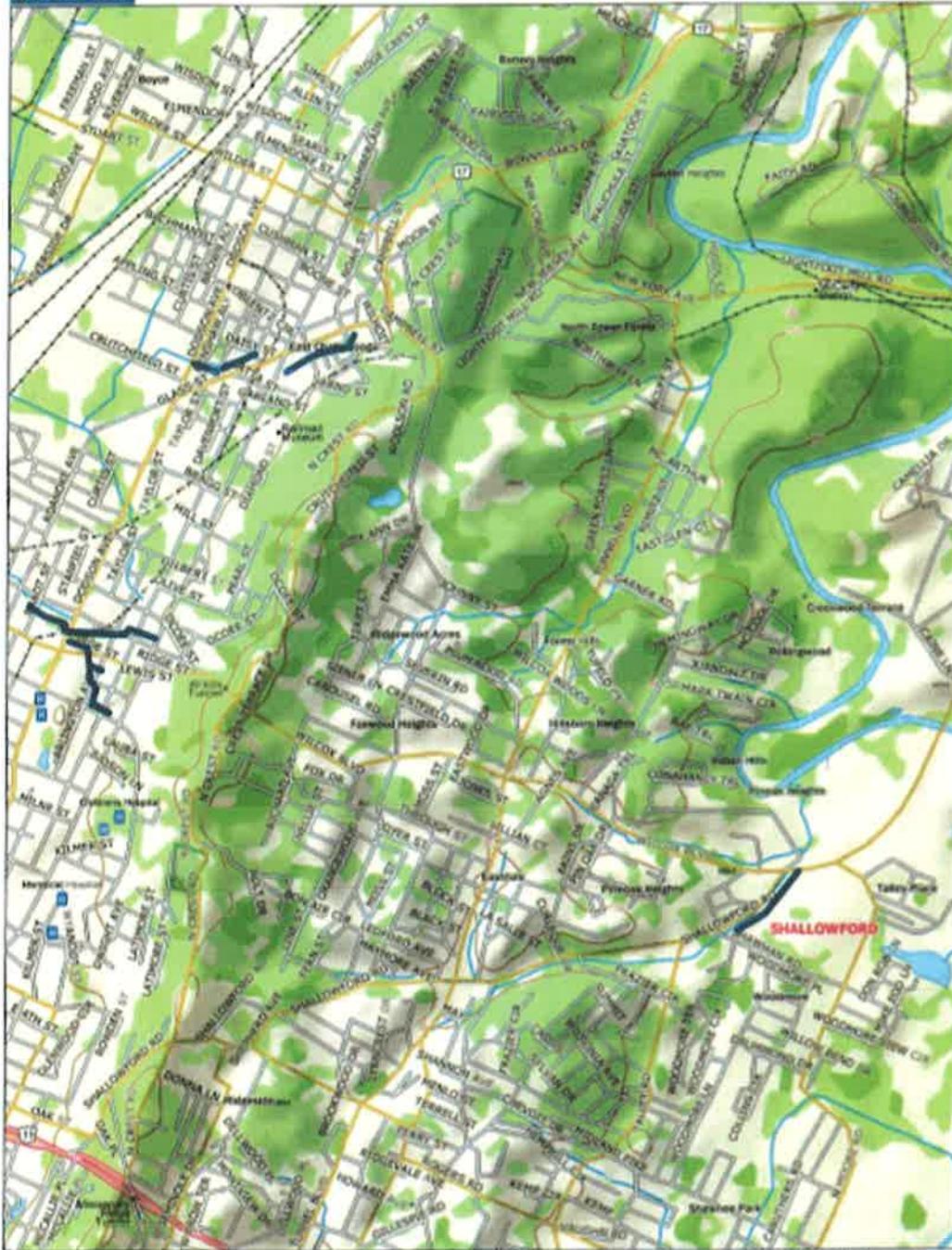
- All areas to be treated are detailed on the attached maps on the following pages.



Data was subject to ©2000
© DeLorme, XMap® &
www.delorme.com



Scale 1:25,000
1" = 473.00' Data Zoom 13.0



Data used subject to license
© Data source: XMap® 8
www.delorme.com

Scale 1:25,000
1" = 47,200 Data Zoom 13.0

APPENDIX 2

CITY OF CHATTANOOGA

HERBICIDE TREATMENT ON CENTRAL BUSINESS DISTRICT (CBD) CURBS AND GUTTERS

WORK SCHEDULE:

- First Application is scheduled for the first week of May. Changes due to weather may push the work up or back a week, depending on any/amount of water.

Any touch-ups will be completed within thirty (30) days from the application.

- Second Application will be scheduled for the early part of August. Again, changes in start date may be necessary due to weather.

At no additional cost, any touch-ups deemed necessary by the City will be completed within thirty (30) days from the application.

AREAS:

- Parameters of the CBD area to be treated are detailed on the attached map on the page to follow.

BID FORM

TO THE CITY OF CHATTANOOGA

DATE: _____

CHATTANOOGA, TN

The undersigned proposes to provide herbicide treatment of Public rights-of-way and CBD curbs and gutters, including any and all work and materials that may be necessary in a proper and workmanlike manner, according to the scope of work and upon the terms and conditions of the specifications contained herein under the direction and to the satisfaction of the City of Chattanooga at the following prices:

TOTAL AMOUNT OF BID FOR:

DRAINAGE CONTRACT:

SIGNED:

TITLE:

NAME OF FIRM:

TN STATE COMMERCIAL APPLICATOR'S LIC. NO. _____

NOTE: Attach bid bond, equipment list, personnel list and similar projects list as required by these specifications.

ATTACHMENT "B"

CONTRACTOR'S STATEMENT OF EXPERIENCE

SUBMITTED BY: _____,

_____ Corporation

_____ Co-Partnership

_____ An Individual

PRINCIPLE PLACE OF BUSINESS: _____

OTHER PLACES OF BUSINESS INVOLVED IN THIS CONTRACT: _____

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor/herbicide applicator? _____

2. How many years of experience in DRAINAGE CANAL HERBICIDE APPLICATION work has your organization had?
 - a. As a general contractor? _____
 - b. As a subcontractor? _____

3. Show ten (10) municipal or governmental agency projects your organization has completed in the application of herbicides or drainage canals for the last five (5) years:

	<i>YEAR</i>	<i>NAME OF MUNICIPAL OR GOV AGENCY</i>	<i>CONTACT</i>	<i>PHONE #</i>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____

4. Have you ever failed to complete any work awarded to you? _____
If so, where and why?

Instructions to Bidders

- (1) Bid documents can be downloaded from the City of Chattanooga's website at: www.chattanooga.gov/purchasing/bidssolicitations. At the left side of that page is a link labeled "Bid Solicitations." One of the top results will be a link that will display a page listing the current Bid Solicitations, with links that will display a PDF version of the bid documents suitable for printing.
- (2) Any Addenda will be published in the list of Bid Solicitations mentioned above. Bidders should check this list before submitting their bids, to see whether any Addendum has been issued.
- (3) Bid documents should be submitted by September 24, 2020 / 2:00 PM EST to the Purchasing Office at the following address:

Purchasing Department
City Of Chattanooga
101 East 11th Street, Suite G 13
Chattanooga, TN 37402
Attn: Mark McKeel

- (4) Sealed Bids should be submitted in a sealed envelope. No particular envelope is required, but the Solicitation number should be noted on the outside of the envelope. This is a six-digit number starting with a 3, along with the bid opening date.
- (5) Any questions regarding the specifications or bidding process should be directed to the Buyer, Mark McKeel at the following email address:

mmckeel@chattanooga.gov

The Buyer will, if possible, find answers to the submitted questions and will issue an Addendum, so that all potential bidders will have access to the answers.

Affirmative Action Plan

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

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

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

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

(Signature of Contractor)

(Title and Name of Construction Company)

(Date)

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

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

(SIGNED) _____

(PRINTED NAME) _____

(BUSINESS NAME) _____

(DATE) _____

For further information, please see website:

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

No Contact/No Advocacy

Notice Receipt

City of Chattanooga

Purchasing Division

For Submission with Sealed Bid Solicitation Responses:

_____ (Vendor Agent name), states that:

(1) He/She is the owner, partner, officer, representative, or agent of _____

_____ (Business name), the Submitter of the

attached sealed solicitation response to Solicitation # _____, and said

Business has taken notice, and will abide by the following No Contact and No Advocacy clauses:

NO CONTACT POLICY: After the posting of this solicitation, a potential submitter is prohibited from directly or indirectly contacting any City of Chattanooga representative concerning the subject matter of this solicitation, unless such contact is made with the Purchasing Division.

NO ADVOCATING POLICY: To ensure the integrity of the review and evaluation process, companies and/or individuals submitting sealed solicitation responses, as well as those persons and/or companies formally/informally representing such submitters, may not directly or indirectly lobby or advocate to any City of Chattanooga representative.

Any business entity and/or individual that does not comply with the No Contact and No Advocating policies may be subject to the rejection or disqualification of its solicitation response from consideration.

Submitter Signature:

Printed Name:

Title: _____

Date: _____