

Date: March 21, 2018

Requisition No.: 166020

**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 April 10, 2018*

Requisition / Bid No.: R166020 / 305039

Ordering Dept.: Facilities Management / City Wide

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

Items Being Purchased: Fencing Material, Repairs and Installation

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

2:00 P.M., EST on April 10, 2018

*****PRE-BID CONFERENCE WILL BE CONDUCTED*****

10:00 A.M., EST on March 29, 2018

**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:

10-APR-18 at 2:00 PM

BID NUMBER: 305039

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.: 166020 / 305039 Ordering Dept.: Facilities Management, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236 Items Being Purchased: Fencing Materials, Repairs & Installation ATTACHMENTS: Specifications (9 pages) Bid Form (2 page) Affirmative Action Plan (2 pages) Insurance Requirements (2 pages) Iran Divestment Act Disclosure (1 page) *** Please Note: There will be more than one (1) contract for this solicitation. The City of Chattanooga has the right to award to at least two (2) vendors or more depending on the evaluation of the bids. This Shall Be A Twelve (12) Month Blanket Contract To Supply Fencing Materials, Repairs and Installation for City Wide use. 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 APRIL 10, 2018 *** 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: 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.					

BID SOLICITATION



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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
<p>Any manufacturer;s names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.</p> <p>The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.</p> <p>The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.</p> <p>**** NOTE **** PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</p> <p>Company Name _____</p> <p>Address _____</p> <p>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.

TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

COMPANY: _____

SIGNATURE: _____

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	Blanket Purchase Order to Provide Fencing, Repairs and Intallation Per COC Specifications. Please use attached Bid Form for bidding	1	Year	_____	_____

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

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Bids will be received at the above mentioned address.

COMPANY: _____

TERMS OF PAYMENT: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

NAME AND TITLE: _____

Bid Form

Section 1: Materials

A. Gates

New Swing Gates – installed with all required hardware (clamp-on hinges, fork latches, etc.)

4' single	\$ _____ per unit	4' double	\$ _____ per unit
6' single	\$ _____ per unit	6' double	\$ _____ per unit
8' single	\$ _____ per unit	8' double	\$ _____ per unit

Cantilever Gates – 4" SCH 40 Nylon Rollers installed with all required hardware (clamp-on hinges, fork latches, etc.)

10' single	\$ _____ per unit	10' double	\$ _____ per unit
12' single	\$ _____ per unit	12' double	\$ _____ per unit
14' single	\$ _____ per unit	14' double	\$ _____ per unit
16' single	\$ _____ per unit	16' double	\$ _____ per unit

B. Standard Chain-Link Security Fence per General Specifications, including all required hardware and installation

4'	\$ _____ per foot
6'	\$ _____ per foot
8'	\$ _____ per foot
10'	\$ _____ per foot

Three (3) rows barbed wire atop any height fence

\$ _____ per foot installed

C. Material not otherwise listed

_____ % mark-up for other materials. Invoice to be provided to City per Section 2.3.10

Section 2: Labor Rates

Please bid all items in this section. Failure to do so may disqualify bid.

1. Installation of gates/fencing other than Standard Fence described in General Specifications

\$ _____ per hour

2. Remove and dispose of 9 gauge or smaller wire for chain-link fencing from 3' to 12' high

\$ _____ per hour

3. Repair existing fence or related

\$ _____ per hour

Specifications for Blanket Contract

To Supply

Fencing, Repairs & Installation

for the

City of Chattanooga, Tennessee

March 2018

1.0 Scope of Services

The Scope of Services included in these Specifications shall be for City Wide Fencing, Repairs and Installation, both routinely scheduled and on an as needed basis, for the City of Chattanooga.

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

1.1 Basis of Bidding

The Contractor shall submit two (2) copies of the bid documents utilizing the City's Standard Bid Form and attached list of items for bid.

The ***installation cost*** per hour shall include any and all costs for standard tools/incidentals required to complete a job, wages, benefits, travel, indirect costs, overhead and profit, insurance, and any other related direct or indirect costs.

The ***labor cost*** per hour shall be for the service and repairs to existing fencing and shall include any and all costs for standard tools/incidentals required to complete a job, wages, benefits, travel, indirect costs, overhead and profit, insurance, and any other related direct or indirect costs.

The bill shall be awarded on the basis of the unit costs as well as an evaluation of the Vendor's qualifications, experience, capabilities and other factors specified in the City Code. No travel or mileage costs will be paid by the City.

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

1.2 Submittals

1.2.1 Bid Bond

Not Required

1.2.2 Performance Bond

Not Required

1.2.3 Qualifications

The Vendor shall submit a brief company history of providing services similar to those specified herein, including a list of personnel that will be performing work under this contract.

1.3 General Conditions and Instructions to Bidders

The Vendor shall comply with the Terms and Conditions posted on website <http://www.chattanooga.gov/purchasing/standard-terms-and-conditions> that has been made a part of this solicitation.

1.4 Length of Contract

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

The City and Vendor shall have the option of mutually extending the Contract for two (2) additional one (1) year periods.

1.5 Insurance

The Vendor shall, prior to award of the Contract, furnish proof and maintain in force insurance requirements at the minimum limits specified in the attachment "Requirements for Insurance Coverage."

1.6 Warranty

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

2.0 Services and Other Requirements

2.1 General

2.1.1 Subcontractors

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

2.1.2 Compliance with Applicable Regulations

All of the services provided by the Vendor shall be completed in a good and workmanlike manner. All services provided shall be in compliance with all applicable statutes, rules, ordinances and regulations.

The Vendor's personnel shall comply with all City facilities work rules and regulations when on site.

2.1.3 Inspection

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

2.1.4 Failure to Provide Services and Termination of Contract

In the event the Vendor:

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

The City of Chattanooga shall have the right to terminate the Contract after giving a thirty-day (30) written notice to the Vendor for the above, but not limited to the reasons listed above.

2.2 Description of Contracted Services

2.2.1 General

- a. The Vendor shall provide fencing materials, repairs to existing fencing, and installation of new fencing for the City of Chattanooga facilities. The Vendor shall provide all standard tools/incidentals required to complete a job, labor, benefits, tools, equipment, fuel, materials and other related expenses necessary to provide these services.
- b. The Vendor shall provide the services as scheduled by the City or on an "as needed" basis as requested by the City.
- c. The Vendor shall review the various projects and assignments with City personnel, to determine labor and materials necessary, and to provide any other planning, sketches, drawings, product research, or other requirements of the work.
- d. The Vendor shall be responsible for the storage and security of all fencing materials and supplies at all times and until installed and approved by the City representative.
- e. The Vendor shall ensure that upon completion of work assignments, all materials and equipment are cleaned up and/or removed, all materials requiring disposal are removed, all equipment is properly stored, and the work area is completely cleaned.
- f. For fencing projects requiring installation, the Vendor shall provide a detailed job estimate for each job requested to the City of Chattanooga organization ordering the services prior to beginning any work. The estimate should include a list of required materials, labor charges, installation charges, and a detailed drawing.
- g. For fencing materials that are to be delivered, the Vendor shall provide a detailed estimate for each request to the City of Chattanooga organization. This estimate should include a list of required materials to complete the job, delivery charges, and a detailed drawing.
- h. The Vendor shall estimate all projects as local jobs only and shall **NOT** charge mileage or travel time for labor or equipment to or from the jobsite.

2.2.2 City Supplied Services

The City will provide the following services:

- a. Designate a City representative to coordinate each assignment and/or project with Vendor's personnel.
- b. Provide access to City facilities for execution of the work.

2.3 General Fencing Requirements

2.3.1 All fencing materials shall meet or exceed American Society for Testing and Materials (ASTM) standards for various materials specified herein and shall include:

- a. ASTM A116-11 specification for metallic-coated, steel woven wire fence fabric
- b. ASTM A392-11a for zinc-coated steel chain-link fence fabric
- c. ASTM A491-11 specification for aluminum-coated steel chain-link fence fabric
- d. ASTM F668-17 specifications for polyvinyl chloride (PVC), polyolefin and other polymer-coated steel chain-link fence fabric
- e. ASTM F626-14 specification for fence fittings
- f. ASTM F900-11 specification for industrial and commercial steel swing gates
- g. ASTM F567-14a practice for construction of chain-link fence
- h. ASTM F969-11 practice for construction of chain-link tennis court fence
- i. ASTM F1083-16 specification for pipe steel, hot-dipped zinc-coated (galvanized) welded, for fence structures
- j. ASTM F1184-16 specification for industrial and commercial horizontal slide gates
- k. ASTM F2000-10 guide for fences for baseball and softball fields
- l. ASTM F2049-11 standard safety performance specification for fences/barriers for public, commercial and multi-family residential use outdoor play area
- m. ASTM F2200-17 specification for automated vehicular gate construction
- n. ASTM F2611-15 guide for design and construction of chain-link security fencing

2.3.2 Chain-link fencing to be provided for a safe and secure work environment with economical options to secure perimeters and/or to enclose hazardous areas from the public.

- 2.3.3 Decorative commercial-grade wrought iron and custom decorative fence styles may be requested. Details of work will be provided for estimating purposes. Material will be provided with a vendor mark up and labor will be an established rate.
- 2.3.4 Wood fencing types constructed of pressure-treated pine, cedar or redwood may be requested. Details of work will be provided for estimating purposes. Material will be provided with a vendor mark up and labor will be an established rate.
- 2.3.5 Gates for crossroads, large sliding gates for property entrances 12' – 38' and other gates of various materials and sizes as required including concrete padwork as required.
- 2.3.6 The Contractor shall remove earth, trees, brush, and other obstructions that interferes with fence construction, with the approval of the City's designee.
- 2.3.7 The Contractor shall be required to remove and dispose of old fencing (if applicable), install new fencing or repair existing fencing at various locations throughout the City, on an as needed basis.
- 2.3.8 The Contractor shall connect new fences to existing fences (where applicable). Place a corner post with a brace for each direction of strain at each junction with an existing fence. Fasten the wire in the new and existing fences to each post.
- 2.3.9 The Contractor shall crown each concrete footing to shed water.
- 2.3.10 The Vendor shall provide to the City items not listed under this contract at a cost plus vendor's mark up. Invoice to the City must include material invoice and show invoice total and mark up as separate items.

3.0 Contract Starting Date

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

4.0 Payments of Services

Payment shall be made in accordance with City procedures. Invoices should be sent to the following address:

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

And a copy of the invoice sent to the requesting department.:

General Specifications

Chain-Link Security Fence (Standard):

- All sizes and gauges for pipe posts, rods and wires are outside diameters.
- All fence material and fittings shall be of high grade domestic quality steel and shall bear markings as being such.
- Fence material shall be 9 gauge galvanized chain-link fencing with 2" mesh.
- Corner or end posts shall be SCH 40, 2-7/8" galvanized steel pipe.
- Line posts shall be SCH 40 2" galvanized steel pipe.
- Intermediate posts shall be required at 250' intervals and at grade changes exceeding 5%.
- Top Rail shall be 1-5/8" galvanized tubing with SS20 wall thickness.
- Corner and intermediate posts rail and tension rod panel to join posts in both directions.
- Three (3) rows of barbed wire atop any height fence shall be priced per foot installed.
- Post spacing is 10' maximum.
- Fill clear openings greater than 3" with chain-link fabric. For opening less than 18" tie chain-link fabric to posts.
- Steel bands at tension bars shall be 1/8" x 1" minimum, spaced at 16" maximum.
- Concrete for chain-link fence post footings shall be P-610. All other concrete, including sill, barrier, footings and slabs for gates posts, shall be P-610.
- Footings must be poured against undisturbed earth or form and compact backfill to 95% relative compaction.
- Tension wires must be 8 gauge galvanized wire. Galvanized bolts and nuts for attaching braces and straps to metal posts and galvanized devices for holding barbed wire and wire mesh in position must be commercial quality. Each staple used to fasten barbed wire and wire mesh fabric to wood posts must be at least 1-3/4 inches long and manufactured from 9 gauge galvanized wire.
- Wire used to fasten garbed wire and wire mesh to metal posts must be galvanized and at least 11 gauge. Clips and hog rings used for metal posts must be at least 9 gauge.
- Wire used to tie the lower line of barbed wire to the top wire of wire mesh must be 12 gauge galvanized wire.

General Specifications (Cont.)

Gates:

- Each gate includes one (1) gate with fittings, hardware, gate and latch posts with braces and include installation.
- Constructing a gate in an existing fence includes removal of the fence.
- Each gate must have a combination steel or malleable iron catch and locking attachment that does not rotate around the latch post.
- Each walk gate must be a minimum of 4 feet wide.
- A gate greater than 8 feet in length must have vertical stays such that no panel exceeds 8 feet in length.
- Each gate must have at least two (2) steel or malleable iron hinges at least 3 inches in width such that the gate is securely clamped to the gate post and permits the gate to be swung back against the fence. The bottom hinge must have a socket to take the ball end of the gate frame.
- Stops to hold gates open and a center rest with catch shall be provided where required

Affirmative Action Plan

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

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

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

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

(Signature of Contractor)

(Title and Name of Construction Company)

(Date)

REQUIREMENTS FOR INSURANCE COVERAGE

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

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

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

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

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

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

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

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

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

1. Private driveways, walks, shrubbery and plantings;
2. Public utility facilities; and
3. U.S Government monuments.

The liability limits shall not be less than:

Bodily Injury	\$ 500,000 each person \$1,000,000 each occurrence
Property Damage	\$ 250,000 each occurrence \$ 500,000 aggregate

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damages whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

Comprehensive Motor Vehicle Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$ 250,000 each person \$ 500,000 each occurrence
Property Damage	\$ 100,000 each occurrence

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: _____